THE
North-China Herald.

OFFICIAL NOTIFICATION.—It is hereby notified that until further orders, the *North-China Herald* is to be considered the Official Organ of all Notifications proceeding from Her Majesty's Legation and Superintendency of Trade in China.
E. St. JOHN NEALE,
Secretary of Legation.
H. M.'s Legation, Shanghai, 22nd June, 1860.

VOL. XVI., No. 799. SHANGHAI, SATURDAY, NOVEMBER 18TH, 1865. PRICE, TAELS 15 ₩ ANNUM.

NOTICES OF FIRMS.

NOTICE.—Mr. GEORGE HENRY ALLCOCK has this day been admitted a Partner in our Firm.

BRADWELL, BLOOR & Co.
30no 667 Shanghai, 1st Novemb, 1865.

NOTICE.—I have this day established myself here as *General Commission Agent, and Broker.*

J. G. FLOWERDEW.
tf 665 Shanghai, November 4th, 1865.

NOTICE.—Mr. CHARLES FREDERICK HOOPER is authorised to sign our Firm, per procuration.

HOOPER & CLARKE.
28de 653 Yokohama, Oct. 14th, 1865.

NOTICE.—During my absence from China, I have appointed Mr. D. L. HUNTER of this port to act as my attorney; and I have to request that all communications from this date be addressed to him at the office of Messrs. HOLLIDAY, WISE & Co.

J. T. BRAND.
tf 664 Shanghai, 21st Oct., 1865.

NOTICE.—Mr. JOHS. NÖLTING, has this day been admitted a partner in my firm, which from this date will be carried on under the style and firm of

TELGE, NÖLTING & Co.
B. TELGE.
31de 647 Shanghai, 1st July, 1865.

NOTICE.—The undersigned begs to announce, that he is prepared to value and inspect teas, and other Chinese products, and to receive commissions for their sale or purchase, either on the spot, or at home.

WILLIAM COCHRAN,
Tea Broker.
Established, 15th June, 1864.
6ja-66 649 Shanghai, 7th Oct., 1865.

NOTICE.—The interest and responsibility of Mr. FREDERICK HORSES BLOCK, in our Firm, ceased on 31st May last.

TRAUTMANN & Co.
30de 640 Shanghai, Sept. 30th, 1865.

NOTICE.—I have this day established myself as *Public Tea Inspector* at this Port.

ALEXANDER COCK.
Office,—*Laou-Hokee-Hong.*
tf 635 Shanghai, Sept. 1st., 1865.

NOTICE.—The interest and responsibility of Mr. CRAVEN WILSON in our Firm, both in Hankow and Chinkiang, terminated on the 15th instant.

CRAVEN WILSON & Co.
Shanghai, June 17th, 1865.

WITH reference to the above, the business hitherto conducted by Messrs. CRAVEN WILSON & Co., at Chinkiang, will for the future be carried on under the style and Firm of

CHARLES HUDSON & Co.
tf 608 , Shanghai, 17th June, 1865.

NOTICE.—Our Business in London hitherto conducted under the style of J. . . H. TRAUTMANN, and that in Hankow under the style of R. C. D. MOFFAT, will henceforth at both places be carried on under our own firm.

We have also opened a Branch of our firm at Yokohama.

Mr ROBERT GARRICK DONALDSON MOFFAT and Mr. FRANZ BORNTRAEGER, have this day been admitted Partners in our firm.

TRAUTMANN & Co.
2de 603 Shanghai, 1st June, 1865.

NOTICE.

THE Undersigned (in the absence of Mr. ALBERT ROBINSON, M. Inst., C. E.) having been appointed Agents for Messrs. RANDOLPH, ELDER & Co., Engineers and Shipbuilders, Glasgow, are prepared to give full particulars concerning the cost of Steamers, Steam Dredging Vessels, Screw Pile Wharves, &c., and to contract for same at home prices.

Plans, models, and specifications of the above can be seen on application.

GLOVER & Co.
tf 434 Shanghai, 18th May, 1864.

NOTICE.—The Undersigned begs to announce that he has established himself at this port as *Tea Taster and Inspector*, and all orders confided to his care will receive his best attention.

J. OSBORNE.
tf 516 Shanghai, Sept. 8th, 1864.

NOTICE.—Mr. JOHN MORRIS has this day been admitted as partner in our firm.

JACKSON & Co.
tf 332 Ningpo, 1st Nov., 1864.

NOTICES OF FIRMS.

NOTICE.—The business of the Undersigned as *Public Tea Inspector and Commission Agent* at this port will from this date be carried on under the style of KINNEAR & Co.

W. B. KINNEAR.
tf 567 Foochow, Jan. 1st, 1865.

NOTICE.—I have this day established myself as *General Commission Merchant* at this Port.

J. M. RINGER.
tf 612 Hankow, 1st June, 1865.

NOTICE.—On the 1st instant, Mr. HUGH MORRISON was admitted a Partner in my business, which will in future be carried on under the style and firm of GAVIN & MORRISON.

JOHN GAVIN.
tf 542 Hankow, 17th April, 1865.

NOTICE.

WE have established a branch of our Firm at Chefoo, and Mr. J. D. THORBURN will sign our Firm per procuration at that place.

MEADOWS & Co.
tf 297 Tientsin, 2nd November, 1863.

JOHN POOK,
COMMISSION AGENT,
4, LIME STREET SQUARE,
London, E.C.
tf

FOR SALE.

FOR SALE.

SHERRY Yasi's	in 2 & 5	doz. cases,	Tls.	8	p. doz.
Port,	,,	,,	,,	8	,,
Champagne,	in 1	,,	,,	12	,,
Claret, (Barton & Guestier's)					
St. Juen,	in 1-	doz. cases,	,,	8	,,
Meduci	1	,,	,,	5	,,
Cognac Brandy,	1	,,	,,	10	,,
do. do.	1	,,	,,	6	,,
India Pale Ale,	4	,, casks	,,	2	,,

CHAPMAN, KING & Co.
tf 223 Shanghai, 12th September, 1863.

INSURANCES.

THE LANCASHIRE INSURANCE COMPANY.

THE undersigned are prepared to grant POLICIES OF INSURANCE on any one Building with its contents, to the extent of £5,000.

W. R. ADAMSON & Co.
tf 619 Shanghai, 10th July, 1865.

ROYAL INSURANCE COMPANY OF LIVERPOOL.

CAPITAL—TWO MILLIONS STERLING
INCOME—THREE HUNDRED THOUSAND POUNDS PER ANNUM.

TRUSTEES:
JOHN SHAW LEIGH, Esq. | JOHN NAYLOR, Esq.
CHARLES TURNER, Esq., *Chairman.*
RALPH BROCKLEBANK, Esq., *Deputy Chairman.*

THE Company is now prepared to grant Policies to the extent of £15,000 on any one Building of European construction or its contents, and to accept Chinese risks to the extent of £8,000 in any locality within the Settlement.

Premiums are payable in drafts at 30 days sight (favor of PERCY M. DOVE, Esq.)

BOWER, HANBURY & Co.,
Agents for Shanghai.
tf 295 Shanghai, 21st Nov., 1863.

LONDON AND LANCASHIRE FIRE AND LIFE INSURANCE COMPANIES.

THE Undersigned having been appointed Agents for the above named Company at Shanghai and Hankow, are prepared to grant policies against fire on the usual terms on any one building or its contents, as also on blocks of Chinese buildings.

For terms apply to

TRAUTMANN & Co.
11fe-66 576 Shanghai, 2nd June, 1864.

NORWICH UNION FIRE INSURANCE SOCIETY.

Capital £550,000.
ESTABLISHED 1821.

THE Undersigned, having been appointed Agent for the above Society, is prepared to grant Policies to the extent of £7.500, against loss or damage by Fire

1.—On Buildings and Goods stored therein.
2.—On Vessels lying in port and Goods on board.

F. R. GAMWELL.
23de 611 Shanghai, 24th June. 1865.

INSURANCES.

NORTH BRITISH AND MERCANTILE INSURANCE COMPANY.

Incorporated by Royal Charter and Act of Parliament.
ESTABLISHED 1809.
CAPITAL £2,000,000.

THE Undersigned have been appointed Agents at this Port, Kiukiang, and Hankow for the above Company, and are prepared to accept risks against Fire at each place, on the customary conditions.

For further particulars apply to

GILMAN & Co.
tf 417 Shanghai, 23rd April, 1864.

THE LONDON AND ORIENTAL STEAM TRANSIT INSURANCE OFFICE.

137, LEADENHALL STREET, LONDON.
JAMES HARTLEY & Co., *Managers.*
ESTABLISHED 1843.

THE Undersigned having been appointed Agents at Nagasaki for the above office are prepared to accept risks by first class steamers.

GLOVER & Co.
8jy-66 465 Nagasaki, 1st July, 1864.

PHŒNIX FIRE INSURANCE COMPANY.

THE Undersigned are now prepared to grant Policies in this Office on the usual terms and conditions to the extent of Shanghai Taels 15,000 on the contents of any one building situated on the British Concession at Tzechuhlin, Tientsin.

SMITH, KENNEDY & Co.
tf Shanghai, 25th August, 1862.

NORTHERN ASSURANCE COMPANY.

THE Undersigned have been authorised to GRANT POLICIES against Fire on buildings owned by Europeans and in the occupation of Chinese, provided such buildings are of first class construction and situated in the Foreign Settlement.

TURNER & Co.
tf Shanghai, 9th April, 1862.

IMPERIAL FIRE INSURANCE COMPANY.

THE Undersigned having been appointed Agents for the above named Company, at this Port are prepared to grant Policies against Fire to the extent of £10,000 on Buildings or on Goods stored thereon.

GIBB, LIVINGSTON & Co.
tf Shanghai, 15th September, 1858.

NORTH-CHINA INSURANCE COMPANY.

THE undersigned, as Agents for the above Company, accept Risks on produce shipped from this Port to Shanghai, Amoy, Foochow, Swatow and Hongkong.

MAITLAND, BUSH & Co.
Hong name—Wha-kee.
tf 370 Newchwang, January 1864.

"HAMBURG—BREMEN FIRE INSURANCE COMPANY."

THE Undersigned having been appointed Agents in China for the above named Company are prepared to grant Policies against Fire at Shanghai to the extent of £10,000,—on one risk, as under:

1,—On Buildings or on their contents.
2,—On Ships, lying in port, or on their contents.

For further particulars apply to

WM. PUSTAU & Co.,
Agents in Shanghai.
tf Shanghai, 1st December, 1858.

BOMBAY ROYAL INSURANCE COMPANY.

THE Undersigned having been appointed Agents at this Port for the above Company are prepared to grant Policies against Marine Risks on the usual terms and conditions.

DAVID SASSOON SONS & Co.
tf 170 Shanghai, 29th June, 1863.

UNIVERSAL MARINE INSURANCE COMPANY LIMITED.

THE Undersigned having been appointed Agents at this Port for the above Company are prepared to grant Policies against Marine Risks at the Current Rates of Premium.

DOW & Co.
31de-65 324 Shanghai, 1st January, 1864.

THE NORTHERN ASSURANCE COMPANY.

CAPITAL £1,259,760 STG.

THE Undersigned, Agents for the above Company, are prepared to grant Insurances against Fire to the extent of £10,000 Stg. on any one Building, or on its contents.

For Terms, &c., apply to

TURNER & Co.
tf Shanghai, 3rd February, 1862.

AUSTRALASIAN FIRE, LIFE, AND MARINE INSURANCE COMPANY.

(Liability Limited.)
MARINE DEPARTMENT.

THE Undersigned having been appointed Agents in Shanghai for this Company, are now prepared to issue Policies on Marine Risks only, on the usual terms.

Losses can be made payable in, Shanghai Hongkong, Calcutta, Melbourne, or London

AUGUSTINE HEARD & Co.
tf 308 Shanghai, 4th December, 1863

INSURANCES.

PHŒNIX FIRE ASSURANCE COMPANY.

LONDON.
ESTABLISHED IN 1782.

Trustees & Directors.

DECIMUS BURTON, Esq
TRAVERS BUXTON, Esq
OCTAVIUS EDWARD COOPE, Esq
WILLIAM COTTON, Esq.
JOHN DAVIS, Esq.
GEORGE ARTHUR FULLER, Esq.
CHARLES EMANUEL GOODHART, Eqs.
JAMES ALEXANDER GORDON, Esq.
EDWARD HAWKINS, Jun., Esq.
KIRKMAN D. HODGSON, Esq., M.P.
WILLIAM JAMES LANCASTER, Esq.
JOHN DORRIEN MAGENS, Esq
JOHN TIMONTHY OXLEY, Esq,
BENJAMIN SHAW, Esq.
WM. JAMES THOMPSON, Esq.
HENRY HEYMAN TOULMI Esq.
MATTHEW WHITING, Esq.

INSURANCES against Loss by Fire are effected by the PHŒNIX COMPANY, upon every description of Property, in every part of the World, on the most favorable Terms.

The promptitude and liberality with which its engagements are, always met by this Company are well known, and the importance of its relations with the Public may be estimated from the fact, that since its establishment it has paid more than *Eight Millions Sterling* in discharge of Claims for Losses by Fire.

The undersigned having been appointed agents of the above Company, are prepared to insure Buildings, Merchandise, Goods, and Property against Fire, for *large amounts.*

They are also authorized to insure Ships in the harbour against Fire, with or without cargo.

Claims will be paid either by the Agents here or the Company in London.

HUGHES, WILLGOSS & Co.
15jy-66 618 Yokohama, 3rd Mar., 1864.

ALLIANCE FIRE ASSURANCE COMPANY.

Capital £5,000,000 Sterling.
President:
Sir MOSES MONTEFIORE, Bart., F.R.S.
Board of Direction:

JAMES ALEXANDER, Esq., (Alexander, Fletcher & Co.)
C. J. BARNETT, Esp., (Barnett, Hoare, Barnett & Co.)
G. H. BARNETT, Esq., Glympton Park, Woodstock.
BENJAMIN COHEN, Esq., New Court.
JAMES FLETCHER, Esq., (Alexander, Fletcher & Co.)
WILLIAM GLADSTONE, Esq., (Thomson, Bonar & Co.)
G. J. GOSCHEN, Esq., M.P., for the City of London, (Fruhling & Goschen.)
SAMUEL GURNEY, Esq., M.P. for Penryn and Falmouth.
JAMES HELME, Esq., Director of the Provincial Bank of Ireland.
SAMPSON LUCAS, Esq., (Lucas, Micholls & Co.)
ELLIOT MACNAGHTEN, Esq., Director of the Provincial Bank of Ireland.
THOMAS MASTERMAN, Esq., Collingwood House, Brighton.
J. M. MONTEFIORE, Esq., Director of the Provincial Bank of Ireland.
Sir ANTHONY DE ROTHSCHILD, M.P., for the City of London.
THOMAS C. SMITH, Esq., 23, Oxford Square, Hyde Park.

ASSURANCES on buildings and contents, accepted at lowest current rates. Losses promptly and liberally settled.

JARDINE, MATHESON & Co.,
Agents in China.
tf 437 Shanghai, 20th May, 1864.

COMMERCIAL UNION ASSURANCE COMPANY.

Marine Branch: 5 ROYAL EXCHANGE AVENUE
LONDON.
CAPITAL,. . . .2,500,000.

THE Undersigned having been appointed Agents for the *Marine Branch* of the above Company, are prepared to issue Policies at current rates of Premium.

GIBB LIVINGSTON & Co.
tf 258 Shanghai, 14th Oct., 1863.

PHŒNIX FIRE INSURANCE COMPANY.

THE Undersigned are prepared to grant Policies in this Office on the usual terms and conditions to the extent of £10,000, on any one Building with its contents, or to the extent of £30,000 on three or more separate buildings in the same occupancy.

SMITH, KENNEDY & Co.
tf Shanghai, 25th February, 1859.

LIVERPOOL & LONDON & GLOBE FIRE INSURANCE COMPANY.

THE Undersigned are authorized to grant Policies against Fire on Buildings or their Contents to the extent of £20,000 at this Port, Hankow, Kinkiang and Tientsin, also on approved Chinese Buildings to the extent of £5,000.

DOW & Co.
31de 325 Shanghai, 5th Oct., 1864.

INSURANCES.

China Fire Insurance Company.

Subscribed Capital Tls. 2,000,000
In 400 Shares, of Taels 5,000 each
Paid up Capital Taels 200,000.

DIRECTORS.

GEORGE TYSON, Esq., (Messrs. Russell & Co.) *Chairman.*
F. PORTER, Esq., (Messrs. Gibb Livingston & Co.)
J. THORNE, Esq. (Messrs. Thorne Bros.& Co.)
R. R. TYERS, Esq., (Messrs. Olyphant & Co.)
A. J. HOW, Esq., (Messrs. Johnson & Co.)
F. H. BELL, Esq, (Messrs. W. R. Adamson & Co.)

AGENCIES are established at the several Ports in China and Japan.

L. JOSEPHS,—*Secretary.*
tl 320 Shanghai, 22nd Aug., 1864.

NETHERLANDS INDIAN MARINE AND FIRE INSURANCE COMPANY OF BATAVIA.

THE Undersigned having been appointed Agents for the Company in China, are prepared to grant Insurance on ORDINARY MARINE RISKS to Europe, United States, India, the Straits, Java, or the Colonies, at the Rates of Premium current with the Local Offices. *Policies payable in* London, Hongkong, Singapore, Penang, and Batavia.

TURNER & Co.
tf Shanghai, 13th February, 1857.

MISCELLANEOUS.

SCREW AND PADDLE STEAMERS, &c.

G. H. HARRINGTON & CO.,
Constructors of Steam and Sailing Vessels, General Commission Agents, Surveyors, and Valuers,
27, Leadenhall Street, London, E.C.

CONTRACT for Building every description of Vessels adapted to Sea or River Navigation.

Patent Combination Vessels, with Teak Planking and Iron Frames.

Estimates and particulars forwarded, including delivery at every port in
CHINA, OR ELSEWHERE.
24ma-66 642 September 30th, 1865.

AMMUNITION.
Eley's Ammunition
OF EVERY DESCRIPTION
For Sporting or Military Purposes.

DOUBLE Waterproof Central Fire Caps, Felt Waddings to prevent the leading of Guns, Wire Cartridges for killing Game, &c., at long distances, Breech-loading Cartridge Cases of superior quality for Shot Guns and Rifles, Pin Cartridges, for "Lefaucheux" Revolvers of 7, 9, and 12 millimetres.

Jacob's Rifle Shell Tubes, Cartridges and Caps for Colt's, Deane's, Tranter's, Adam's, and other Revolvers.

Ball Cartridges

for Enfield Rifles, also for Westley Richard's Terry's, Wilson's, Mont Storm's, Green's and other Breech-loaders.

Bullets of uniform weight, made by compression from soft Refined Lead, Mechanically fitting projectiles for Rigby's, and Henry's Rifles.

ELEY BROTHERS, Gray's-Inn-Road,
London, W.C.
(WHOLESALE ONLY).
24ma-66 643 September 30th, 1865.

FIELD GLASSES,—BURROW'S
BINOCULAR FIELD and SEA GLASSES
Finest Quality. Specially Mounted to stand Climate.

£3. 13s. 0d., £6. 6s., and £8. 8s. Power in proportion to price.

ALUMINIUM GLASSES,
EXTREMELY LIGHT,

£10. 10s., £14. 14s., £16. 16s., and £18. 18s. The Large Glass at £18. 18s. (6 by 5 inches) is one of the most POWERFUL yet made.

Address, with Remittance:

W. & J. BURROW, MALVERN, ENGLAND.

Telescopes, Opera Glasses, Aneroid Barometers, &c.

CAUTION.—BURROW'S Glasses bear their Name and Address.

To order through Messrs. SMITH, ELDER & Co., or Messrs. GRINDLAY & Co.
14oc-66 o-a-f 652 Oct. 14th, 1865.

NEW ADVERTISEMENTS.

Chartered Bank of India, Australia and China.

SHANGHAI BRANCH.

NOTICE is hereby given that the undersigned has this day assumed charge of the Shanghai Branch of the above Corporation.

By order of the Court,
E. MACCALL,
Manager.
o 664 Shanghai, 14th Nov., 1865.

NOTICE.—We have this day established ourselves as *Merchants and General Commission Agents* at this port, under the style or firm of Okooloff & Tokmakoff.
E. E. OKOOLOFF.
J. F. TOKMAKOFF.
16de 669 Hankow, 13th Nov., 1865.

NOTICE.—I have this day established myself at this port as *Merchant and Commission Agent* under the firm of Röhl & Co.
H. E. A. RÖHL.
16 de 670 Shanghai, 8th Nov., 1865.

MISCELLANEOUS INTELLIGENCE.

BIRTH.

At Nagasaki, November 9th, the Wife of Lieut. W. Withers, R.N.R., Commander British Barque *Dolphin*, of a Daughter.

LATEST SHIPPING INTELLIGENCE.

Arrivals.—November 18th, *Tahoeah*, (Am. str.) Andrews, from Hankow; *Kiangse*, (Am. str.) Gray, from Ningpo; *Express*, (Br. str.) Whitlow, from Ningpo.

Departures.—November 17th, *Suwonada*, (Am. str.) Jayne, for Hongkong. 18th, *Dumbarton*, (Br. str.) Vincent, for Hongkong; *Mona*, (Br. str.) Bourn, for Foochow; *Bravo*, (Ham. baq.) Ode, for Amoy; *Georg Becker*, (Dut. baq.) Behnke, for New York; *Jeanie*, (Br. bg.) Morehouse, for Yokohama; *Napoleon III.*, (Br. sh.) Monatt, for Foochow; *Robin Hood*, (Br. sh.) Morgan, for London.

The publication of the *North-China Herald* commenced at 8h. p.m.

The North-China Herald.

IMPARTIAL, NOT NEUTRAL.

SHANGHAI, SATURDAY, NOVEMBER 18, 1865.

The event which during the past week created the greatest amount of interest in the settlement was the important case of *The Municipal Council v. The Wills' Estate.* Sir Edmund Hornby's decision rests in point of law on its own merits, but it has given great and universal satisfaction to the community. Although, more especially in the case of trustees, there has hitherto been much difficulty experienced in collecting the Municipal revenue, Land-renters have as a rule taken a common-sense view of their obligations, and after much grumbling have at length paid the taxes levied. It is so manifest that if protection be enjoyed some one must pay for it, and that if payment be refused protection to life and property must cease, that few are pigheaded enough to demand all the advantages of Municipal government, and then refuse to contribute to the public burdens. The present Municipal Council has had an up-hill task to accomplish. We believe that the last Council never actually understood its financial position, and fell into error unwittingly from not being in possession of the facts which as a matter of course it was at the Secretary's discretion to suppress or bring forward. From whatsoever cause the misapprehension arose, the old Council had not until a very late period any adequate idea of the tangled web which the new Council had to unravel. How manfully the latter body set to work let the voluminous committee reports testify. Without exaggeration, it has done more for the Shanghai Municipality within the few months of its official existence than was done during the years which have passed by since the establishment of any form of Municipal government in the settlements. This last act by which the Council has elicited the legal opinion that it possesses a recognisable status and is to all intents and purposes a chartered body, deserves to rank as the highest boon yet conferred on the Municipality. It is confessed that for the past thirteen years there have always been gentlemen found willing to devote their energies to the public service, and that, even at a time when the pressure of business engagements was more felt than at present. But it were vain to expect that any men however public-spirited would accept a responsibility so grave as that of the supervision of the settlement, unless their position was recognised either tacitly as heretofore, or, as at present, under a judicial decision. In order to retire at the end of their term of office with the sense of having done well for the settlement under their charge, they must have accomplished something, have secured the protection of property by sustaining a police-force, keeping the roads in order and effectively lighting the principal avenues. Without funds it is evident that this cannot be done, and without such a legal status as will enable the Council as a Committee of Land-renters, to enforce payment of taxes levied under the *Land Regulations*, there are now in Shanghai, and for the future ever will be men who would, while enjoying the advantages of Municipal supervision, refuse to bear any share of the necessary outlay. The case for the plaintiffs as stated by Mr. Myburgh is almost in syllogistic form. English law applies to British subjects in China, but this does not divest the Chinese, as lords of the soil, of the right to levy taxes on land for Imperial or local purposes. That right was however ceded to the Municipality, as was proved by the assent given by the Chinese commission to the *Land Regulations* and the engagement entered into to compel non-treaty foreigners to pay the taxes levied under those regulations. Now the Chinese, having signified their willingness to entrust the Land-renters with the charge of the settlement, and transfer to them the right of assessing taxes for purposes of improvement, so far as British law allows them to exercise it, the then Consul under § 3 of the Order in Council framed certain rules and regulations which when duly sanctioned and published obtained the force of law. Such was the origin of the *Land Regulations*, and the only serious objections to their being legally binding on British subjects lie in the doubt whether regulations of such importance, and of a nature so comprehensive could legally be made under the sanction of the phrase "to secure the peace, good order and government of Her Majesty's subjects," and whether they were properly published as required by the Order. The former was decided in favor of the *Land Regulations* on the ground that the words of the Order in Council are sufficiently comprehensive to justify the framing of the regulations in question, and the latter, in default of any evidence to the contrary, was assumed. Upon these grounds therefore the decision of the Court that the *Land Regulations* are legally binding on British subjects, was based. The remaining points of objection related to the applicability of the *Land Regulations*, (even although considered binding within their own sphere) to this particular case. It was admitted that the Plaintiffs were regularly appointed by the Land-renters, and that they in bringing this suit were endeavoring to enforce the payment of a rate assessed by the Land-renters themselves. It was further admitted that the Defendants were the actual owners of the land in question, but it was denied that the Council had any jurisdiction over Hongque. But this was overruled on the ground of general opinion, on evidence confirming the statement that on the official map which accompanied the *Land Regulations* and is referred to therein, Hongque was indicated as under the Regulations, and on the admission made by the Defendants that the *Land Regulations* were signed by the Treaty Consuls and Ministers, including the Minister and Consul for the United States of America. The Hongque suburb has by common consent been devoted principally to the residence of American subjects and is under the special jurisdiction of the American Consul-General. But it must be either a part of the (so called) English settlement or a Municipality in itself. If the former the *Land Regulations* evidently apply to it; if the latter, the existence of some other code applicable to it should be proved. But inasmuch as the American Consul-General has frequently, in his capacity, presided at Meetings of Land-renters on the English settlement, convened at the request of the Municipal Council on this side, and as up to the present, land transactions in Hongque have been conducted in conformity with the Regulations, the natural presumption is that the *Land Regulations* extend to Hongque.

The community have reason to thank the learned Chief Justice for the elaborate decision which he has pronounced. Although it will form as of course a precedent in the Supreme Court, its operation will not be limited to that Court. It will also have its effect on the Courts of other countries represented in China, and will afford Municipal Councils a firm stand point whence they can pursue those measures which will occasionally prove necessary to the due fulfilment of the duties they have assumed.

H. B. M. SUPREME COURT.

Before Sir Edmund Hornby,
Chief Justice.
November 15th.

W. Keswick, J. Hogg, T. Hanbury, J. C. Coutts, G. Nye and W. Probst,
versus
G. Wills and S. Wills.

Claim for Taels 590.30, alleged to be due on account of Land Tax.

Petition.

In Her Britannic Majesty's Supreme Court for China and Japan, the — day of October, in the year of our Lord one thousand eight hundred and sixty-five;

Between William Keswick, James Hogg, Thomas Hanbury, James Cock Coutts, Gideon Nye and William Probst, *Plaintiffs,*
and
George Wills and Samuel Wills of Bristol in England, Trustees and Executors of Charles Wills Esquire, *deceased.*

To
Sir Edmund Hornby, *Kt.,*
Chief Justice of the Supreme Court for China and Japan.

The Petition of William Keswick, &c., Plaintiffs.

1.—That the above named Plaintiffs are the Committee appointed at a Meeting of Land-renters, duly convened by the Foreign Consuls at the port of Shanghai in the Empire of China and held at Her Britannic Majesty's Consulate on the 25th day of April, A.D. 1865, under and by virtue of certain regulations commonly called or known as the "Shanghai Land Regulations," authorising and empowering them so to do, which said regulations are binding upon all British subjects renting land in the settlements known as the English and Hongque settlements, being land set apart in accordance with the Treaty, for the location of Foreign renters.

2.—That at the said Meeting, the said Land-renters declared an assessment in the form of a rate of one quarter per cent on the value of all land in the said settlements.

3.—That the said Plaintiffs under and by virtue of said regulations are authorized and empowered to levy the said rate and to sue all persons making default in payment thereof.

4.—That the said Charles Wills was at the date of the said Meeting and still is the registered owner of the following lots of land being and situate within the boundaries of the foreign settlements, to wit Numbers 136, 144, 145, 146, 149, 154, 200, 203, 221 and 222, respectively, the registered Title Deeds thereof being numbered 100, 138, 140, 143, 148, 193, 196, 214 and 215 respectively.

5. That the above named Plaintiffs have levied the said tax of ¼ per cent, amounting in the aggregate to Tls. 590.30 Shanghai Sycee, on the lots of land aforesaid of the said Charles Wills, and requested payment of the same by the said Defendants or such Trustees and Executors as aforesaid. That the said Defendants as such Trustees and Executors as aforesaid have made default in payment of the said sum of Tls. 590.30, and wholly refused and still refuse to pay the same or any part thereof.

The Plaintiffs therefore pray:—

1.—That the said Defendants as such Trustees and Executors as aforesaid, may be decreed to pay to the Plaintiffs as such Committee as aforesaid the said sum of Tls. 590.30 Shanghai Sycee, with interest and costs of Suit.

2.—That the Plaintiffs may have such other relief as the nature of the case may require.

Answer.

The answer of George Wills and Samuel Wills, the above named Defendants, to the Petition of the above named Plaintiffs.

In answer to the said petition, the said George Wills and Samuel Wills say as follows:—

1.—That they are not indebted as alleged.

2.—That the regulations referred to by the Plaintiffs and commonly called or known as the *Shanghai Land Regulations*, are not binding in law upon the Defendants, and Defendants deny the right of the Plaintiffs to levy the said rate of one quarter per cent upon the land of the Defendants as such Executors and Trustees, under and by virtue of any authority given to them at the said Meeting of Land-renters held at H. B. M. Consulate on the 25th day of April, 1865, as alleged by the Plaintiffs.

For the Plaintiffs:—Mr. Myburgh.

For the Defendants:—Mr. Lawrance.

Mr. Myburgh, having read the Petition and the Defendant's Answer, opened the case for the Plaintiffs. He remarked that the answer which he had just read raised the question of the legality of the Land Regulations, and of the power of the Plaintiffs derived under and from them. He had no doubt that if His Lordship were permitted to take into consideration points other than legal and technical—such, for instance, as the security and good order which prevail in the settlements, and provide indisputable proof of the success of the Municipal institutions—such considerations would go far to gain a verdict for the Plaintiffs. But such unfortunately could not arise, and the question at issue remained merely one of dry law. To him (the learned Counsel) it had always appeared that a more pleasing and instructive sight than the working of the Municipal Council could not be imagined, and it said much for Shanghai that with all the heterogeneous elements which it contained, for twelve years there were always found men to come forward and discharge the onerous duties which fall on the Council. It was strange that although doubts as to the legality of the *Land Regulations* must have existed, no one refused to pay taxes levied under their authority. It was found most difficult to obtain a Defendant in order to test the force and validity of the *Regulations*, and even now no one could have been brought forward, but that the Defendants are the representatives of a dead man, and their only objects are to derive as large a sum as possible from the property under their trust, and to escape any contribution to the public burdens. By Articles 15 and 16 of the Treaty of 1858, ratified at Peking in 1860, the right of jurisdiction over British subjects in China was ceded to the English crown. This right is of the highest importance, for by it the whole body of English statute and common law is transferred to this country in civil and criminal cases wherein British subjects appear as defendants. Previous to the Treaty, however, by 6 and 7 Vict. c. 94, it was made lawful for Her Majesty to exercise the same powers and authorities in Foreign countries which She could have had, had She acquired territory in such Foreign countries. There is nothing in the Treaty or in the Act to justify the idea that Her Majesty's Government ever contemplated the acquisition of the right of taxation in Foreign countries for any purposes whatsoever. The Chinese Government clearly has the power to levy taxes for Imperial or local purposes. This right the Imperial Government still holds, and Her Majesty's Government has shewn no wish to wrest it from its proper possessor. By the action taken by Consul Balfour when the first set of regulations were framed, and by Consul Alcock when the second set of regulations were framed, and further by the conjoint action of Messrs. Alcock, Edan and Murphy, supported by their respective Plenipotentiaries, this right was fully recognised. If such had not been the case there would have been no necessity to obtain the assent of the Chinese authorities to the *Land Regulations*, which provided for the taxation of subjects of foreign powers and enabled the Committee appointed by the Land Renters indirectly to enforce the collection of taxes levied by an appeal to the Consuls, inasmuch as it was in itself powerless to compel payment. Thus while, on the one hand, there was a distinct recognition of the territorial rights of the Chinese Government, on the other hand the treaty powers acted so as not to allow the Imperial Government to imagine that they were anxious to deprive it of those rights. Section 3 of the Order in Council of 1853 confers upon the Consuls the power to make and enforce rules and regulations for the peace, order and good government of Her Majesty's subjects resident in China. It was under the authority thus conferred that the *Land Regulations* were framed, but as these *Regulations* did to a certain extent divest the Chinese Government of the right of taxation it was necessary to gain the assent of that Government to them, and this was formally done. The *Land Regulations* having been thus made under the authority of Section 3 of the Order in Council, and duly legalised, are binding on all British subjects within that portion of the dominions of the empire of China to which they refer. Section 4 of the same Order goes to show in what manner such Rules and Regulations are to be made public. It was possible that the Counsel for the defence would ask proof that the *Land Regulations* had been published in exact accordance with the requirement of the Order. But it was not necessary to adduce any proof of this fact. No evidence of it was kept, and it would be very difficult to find evidence of what had no doubt been done in the ordinary routine of business. Not one of the officers who were at that time in the Consulate, is at present in Shanghai. The Court was therefore perfectly justified in assuming that the requirements of the Order in Council were complied with. In Broom's *Legal Maxims*, pp. 847, 848, it is laid down that what has been done must be assumed to have been done of right and not of wrong, and that in official matters the ordinary rule is that everything is presumed to have been rightly done if no proof to the contrary is adduced. The onus of proving that the Section in question was not complied with is therefore thrown on the Defendants. If therefore it were assumed as proved that the *Land Regulations* are binding on British subjects, and that the forms prescribed were duly observed, the right of the Plaintiffs to levy the taxes in question might be considered as established.

The taxes were levied under Section 10 of the *Land Regulations*, which provides for the imposition of a tax for the purpose of constructing Jetties, improving Roads, &c. The latter part of this Section proves conclusively that the Chinese government accorded its consent, inasmuch as it covenanted that in case of a defaulter being unrepresented it would itself compel him to pay the amount claimed. The Counsel for the defence had saved much time and trouble by admitting several facts of a merely formal nature which it would have been necessary to prove. This he probably did, knowing that the case must go against him, and that no difficulty would be experienced in bringing the necessary evidence. He admitted:—

1.—That at a Meeting of Land Renters held April 25th, 1865, the Plaintiffs were duly appointed under the *Land Regulations*, as a Committee to represent the Renters

2.—That at that Meeting an assessment of one-quarter per cent on the value of land in the settlements, was declared.

3.—That the testator for whom the Defendants are Trustees and Executors is the registered owner of the lots of land mentioned in the petition.

4. That the Plaintiffs have levied this tax and demanded payment, which has been refused, and

5. That the *Land Regulations* have been signed by the Consuls and Treaty Ministers.

It might be argued that the *Land Regulations* are regulations such as it was never contemplated that the Consul should frame under the Order in Council; that, in fact, the phrase "for peace, order and good government" is not comprehensive enough to justify them. But if it be assumed that under certain circumstances the Consul has power to make certain regulations, it might easily be shewn that the *Land Regulations* come under the Order. For example in the case of a Colonial Charter such as that of Hongkong, the Charter which is attached to the Proclamation contains no words limiting the extent of Regulations made under it, other than these, "for the peace, order and good government of the Colony." Yet under this all the Hongkong laws relating to taxation, Municipal government, police, lighting, &c., have been enacted. For this reason the objection must of necessity fall to the ground. The Counsel for the defence had kindly informed him (Mr. Myburgh) that he was about to raise an objection to the effect that the land alluded to is not within the limits mentioned in the *Land Regulations*. Unfortunately the map referred to in the Regulations is not forthcoming, but there is sufficient evidence to prove that it included the English Settlement and Hongque. Moreover as it is admitted that the *Regulations* were signed by the Consuls and Treaty Ministers, it follows that the American Consul and the American Minister, for whose nationals Hongque was especially set apart, must have given their assent, which would not have been required had Hongque not been included. It had further been always intended that the Regulations should apply equally to the French Settlement, the English Settlement and to the suburb known as Hongque. Besides, the official reports of Land Renters' meetings shew that while Hongque was always regarded as subject to the same rules as obtained on this side of the Soochow Creek, the only ground whereon the Council refused to extend the provisions for Police lighting, &c. to it, was that, as it was so thinly populated, it was not in a position to bear its share of the Municipal burdens. But as soon as it was able to do so, it was immediately brought in. If, however, the map which he had mentioned could be found, it would appear from a simple inspection of it that Hongque was within the limits laid down as included in the *Land Regulations*. Again in the official report of the Land-renters' Meeting of March 31st, 1862, contained in the *North China Herald*, Mr. Medhurst, *H.B.M. Consul*, is said to have referred to Hongque as "a suburb every day gaining in importance as a portion of his settlement." There was nothing to make it appear that Hongque was ever considered as without the limits, and the fact that Municipal control was for a certain time not extended to it, is explicable on grounds of expediency. It may, lastly, be argued that the convention made between Mr. Seward and the Taotai whereby meetings of Land-renters on the Hongque side obtained power to assess taxes within the American settlement, does away with the idea that both settlements were under the same Municipal regulations. But this is met by the considerations already brought forward as well as by the fact that Mr Seward could not have presided at Meetings of Land-renters convened at the request of the Municipal Council on this side unless it was understood that the *Land Regulations* applied equally to Hongque.

To resume therefore, when the validity of the *Land Regulations* is granted, and their proper publication assumed; when the admissions made by the Defendants' Counsel are taken into consideration; when the right of the Consul to enforce such Regulations is granted; and the arguments adduced in favor of the belief that Hongque was always included in the Regulations receive their due weight, making allowance for the want of direct evidence regarding it, the case for the plaintiffs will appear abundantly clear.

Mr Winchester, *H. B. M. Consul*, said:—I am acquainted with the Order in Council of 1853 and the sections referring to Consular Regulations. The sanction of the Minister having been obtained, printed copies of regulations should be placed on view in the public hall or in the public office, that is to say, in the office where ships are cleared. Not one of the Consular Officers stationed at Shanghai when the *Land Regulations* were published is here now. At that time no written endorsement relative to their proper publication would have been affixed. Since the issue of the Order in Council for Japan, whereby such endorsement is made compulsory, I have had it complied with.

To Mr Lawrance:—The *Land Regulations* were exhibited recently at this office because I wished to legalise them under the new Order in Council. I have no doubt that the course usually adopted in other Consulates was pursued here.

Mr. Winchester further stated that he always understood that the *Land Regulations* related to the three settlements. Having been signed by the three Consuls he thought that the ultimate union of the three settlements under one municipality was contemplated.

Mr. Hogg said:—I am at present Vice-Chairman of the Municipal Council. I am interested in land at Hongque. I have always, when possible, attended the meetings of Land-renters, and have taken a great interest in Municipal affairs. I don't think the name Hongque is mentioned in the *Land Regulations*. My impression was that Hongque was subject to the same Regulations as the other settlements. Licenses to grog-shop keepers in Hongque were granted under the *Land Regulations* after having been countersigned by the American Consul. The police-force was not extended to Hongque nor were the roads kept in repair, as the Land-renters could not well ask the Hongque residents to pay taxes

To Mr. Lawrance:—I always considered that Hongque was under the immediate jurisdiction of the American Consul. I do not think that any attempt was made to levy taxes in the American settlement, for the reason already given that the Municipal Council placed no police there and did nothing to the roads. I do not think the Municipal Council applied to the American Consul for permission to levy taxes in Hongque.

To the Court:—Captain Balfour's Regulations merly specify all land north of the Yang-king-pang. No special mention is made of the three settlements. The Municipal Council now extends its police-force to Hongque. It is paid out of the general taxes of the settlements. Hongque contributes to these taxes.

Mr. Lawrance contended that if Hongque was considered as incorporated with the other settlements, it was unnecessary for Mr. Seward, the United States Consul, to enter into a special convention with the Taotai, which was sent to Peking for ratification by the American Minister.

Mr. Myburgh said that Mr. Seward did so, on account of the refusal of the Municipal Council to extend its jurisdiction to the American settlement.

In answer to a remark by Mr. Lawrance, Mr. Winchester said that since the appointment of a non-merchant Consul for America that official had always resided at Hongque.

Mr. Alabaster said:—I am an acting Vice-Consul here. I have not charge of the Chinese records in this Consulate. I believe the three documents shown to me have been in my office lately. Two of them are translations of the *Land Regulations* stamped with the Taotai's seal. I have caused search to be made for the map referred to in the first clause of the *Land Regulations*, but it has not been found.

To Mr. Lawrance:—I am acquainted with the *Land Regulations*. No boundaries are referred to in the Chinese copy. The dates are the same as in the English version.

To the Court:—In Chinese it is customary to mention the English settlement particularly, when referring to the land between Hongque and the Yang-king-pang.

This closed the case for the plaintiffs.

Mr Lawrance said that he appeared on behalf of the Defendants in this case, and although he was not quite prepared to admit the pleasing and instructive sight which the Municipal Council had presented to the vivid imagination of his learned friend, yet he was compelled to say that the successive Councils which had for a series of years presided over the interests of the settlement had exhibited an amount of unanimity amongst themselves and a gentlemanly bearing towards those with whom they were brought in contact, which was rarely seen in such a cosmopolite place as Shanghai. He could not, however, in justice to his clients, pass over the opening observation of his learned friend that in defending this case they were actuated by the sole desire to derive as much as possible from the property under their trust and to escape contributing to the public burdens. His clients were Trustees of an infant's estate and no one knew better than his learned friend how jealously the law looked on payments made by Trustees, and he (Mr L.) thought, that having regard to the acknowledged uncertainty of the status of the Municipal Council, evidenced by their own reports of the difficulty of collecting taxes and the absence of any power to enforce payment of them in a Court of law, the Defendants were perfectly justified, both for their own protection and for the interest of the estate which they represented, in refusing to make any payments for which they might hereafter be called upon to account without the sanction of a judicial decision. He had several objections to urge in support of his case, and would commence with the last objection anticipated by his learned friend, viz., as to Hongque not being within the limits originally set apart for the residence of foreigners by the *Land Regulations*. As the Court had already intimated a strong opinion on this point, he (Mr. L.) was quite content to leave it with the Court for consideration and further enquiry if necessary, but he was at a loss to understand why if the Hongque district had always been considered a part of the original boundaries, Mr. Seward, the United States Consul-General, had thought it necessary to make a special convention with the local Chinese authorities which was transmitted to Mr Burlingame, the United States Minister, for his decision so recently as July 1863. Up to that period Hongque had not been taxed, and the only reason for this was given by Mr. Hogg who said that the Police force not having been extended to Hongque nor the roads there kept in repair, the Council could not ask the Hongque residents to pay taxes. The second objection which he would take, but which he feared he could not press with any weight, was the absence of any proof that the *Land Regulations* had been exhibited in the public office of the Consulate as required by Section 4 of the Order in Council. He felt that it was as difficult for him at this distance of time to prove the negative as it was for his learned friend to prove the affirmative and as the third objection which he was about to take would render the second unnecessary he was content to leave it where it was. The third objection which he had to urge was, that the *Land Regulations* were not legally binding upon any one who refused to submit to them because they were sanctioned under a misconception of the powers of the Minister who consented to them, and that the powers conferred by them were not contemplated by the Order in Council. The learned gentleman then referred to §§ 3, 5, 6 and 8 of the Order in Council, in all of which the words "rules and regulations" were followed by a clause giving power to punish a breach of any of them by fine or imprisonment. He also referred to a despatch of Earl Russell, of August 14th 1863, in which the noble Lord stated that the "4th and following articles of the Order in Council relate to the infringement of the Treaty and other regulations and to the punishment of such infringements, and not in any way to civil suits." He (Mr. L.) submitted that the *Land Regulations* could not be brought within the words "rules and regulations," and there was no other expression used in the Order in Council which could be applied to them. He contended therefore that the *Land Regulations* amounted to nothing more than an agreement made by a body of men (which might be made to-morrow by any number of individuals assembled for the purpose) to submit themselves to certain rules and orders for their own government; the sanction of the Minister of the day of course giving them greater weight, but not necessarily making them binding on those who should come after them. He (Mr. L.) then referred to an extract from a letter read by Sir H. Parkes at the meeting of Land Renters in April 1865, written by Mr Wade, then H M.'s Chargé d'affaires at Peking, in which he (Mr. Wade) stated that he did not consider that the *Land Regulations* had been so respected by the consenting parties as to make them binding or give them any authority.

Mr. **Myburgh** objected that the statement was not evidence.

Mr. **Lawrance** said that he only wished to inform the Court of the opinion held by men in high authority on such an important subject.

Sir E. **Hornby** said that he could not receive it as evidence.

Mr. **Lawrance** wished to know what position the Municipal Council really occupied? Did they consider themselves in the position of our Parliamentary representatives? If so, then he admitted their acts were binding on their constituents and the case of the Defendants was at an end, but no one could contend that for a moment. It is laid down by Blackstone as an acknowledged doctrine of law that no British subject could be constrained to pay any taxes even for the defence of the realm or the support of the Government but such as were imposed by his own consent or that of his representatives in Parliament. Whence came, then, the power of the Municipal Council to tax? They were not a corporation. They possessed no charter. Was it possible, as his learned friend contended, that the Land Regulations passed under sec 3 of the Order in Council could confer this power? The fourth objection raised by the learned counsel was that of "*Territorial Jurisdiction.*" Now his learned friend admitted that Territorial Jurisdiction was vested in the Emperor of China, and that the Chinese Government had the power to levy taxes for Imperial or local purposes; at the same time it was stated that by articles 15 and 16 of the Treaty of Tientsin the right of jurisdiction over British subjects in China was ceded to the English crown. But did this right of jurisdiction include the power of taxation? He (Mr. L.) contended that it did not. Taxation was only incident to Territorial Jurisdiction. This was clearly stated by Sir F. Bruce in a letter dated August 1863 addressed by him in reply to the committee appointed by the Land-renters of Shanghai to take into consideration the past, present and future government of the settlement. In this letter Sir F. Bruce states that "Territorial Jurisdiction is understood to mean the right to control thoroughfares and public buildings public wharves and jetties and the right *to impose and collect taxes*," &c. Now, if the right to impose and collect taxes followed only on the possession of Territorial Jurisdiction, and the Municipal Council did not possess Territorial Jurisdiction, what became of the argument that they had a right to impose and collect taxes? But his learned friend had said that the Act of 6 and 7 Vic. c. 94, made it lawful for Her Majesty to exercise the same power in foreign countries which she would have had, had she acquired such power by conquest. He (Mr. L.) would refer to a case which had been tried in Hongkong in 1862, in which a firm in Shanghai whose goods had been confiscated by the Commissioner of Customs (Mr. Fitzroy) applied to the Supreme Court of Hongkong for a mandamus to compel Mr. Medhurst, H. B. M.'s Consul at Shanghai, to try the case, he having refused to do so, on the ground that Mr. Fitzroy, although a British subject was, in the service of the Emperor of China and therefore was not amenable to British jurisdiction. He (Mr. L.) had only been able to obtain the official letter addressed to Mr. Medhurst in which it was stated that the Court refused to grant the mandamus because Shanghai was not within the Queen Dominions and the writ could not run there.

Sir E. **Hornby** remarked that he thought there must be some mistake, as he did not think the Court of Hongkong could have decided that the writ of mandamus could not run in Shanghai. It was probably decided on the ground that the Supreme Court of Hongkong could not assume such a power, being merely a Court of appellate from the Consular Court. The learned Judge then referred to a similar case which was tried in the Levant.

Mr. **Lawrance** stated that he might have been misled by the very strong expressions used by the Attorney General in his letter. He had referred to it to shew that, great as were the powers of the Queen under the Act 6 and 7 Vic. c. 94 referred to by his learned friend, they were not unlimited.

Sir E. **Hornby** did not think it could be contended that the writ of mandamus would not run in Shanghai from a superior Court in England.

Mr. **Lawrance** said that his last objection was that the Plaintiffs had levied the tax in dispute on Land. It was described as a Land Tax in the debit notes sent to his clients. He wished to ask what the Plaintiffs' definition of Land Tax was? If it was a tax on land, they were taxing property which did not belong to them, but to the Chinese government. The right to tax land existed, if anywhere, in the Chinese government, and there was nothing to prevent them levying it. He (Mr. L.) said that this objection concluded the Defendants' case and he would not trouble the court with any further observations. He had endeavoured, very inefficiently, to discharge what he could not help feeling an onerous duty, and as it was a case of such importance to the whole community, he felt sure that his Lordship would carefully weigh all the points which had been put before him and that whatever the decision might be—he hoped it would set at rest all the difficulties which had for so many years collected round the subject of Municipal Government in Shanghai.

JUDGMENT.

This is an action brought by the Committee of Land-renters appointed in pursuance of and under the 10th Article of the *Shanghai Land Regulations*, against the Defendants, to recover the sum of Tls. 590.30 in respect of the arrears of a rate on certain lots of land duly levied by the Plaintiffs, and refused payment of by the Defendants.

The Defendants have very properly admitted that the Land-renters did duly declare an assessment of one-quarter per cent on the valuation value of all land in the settlement; that the meeting of the Land-renters was duly called and took place on the 25th day of April 1865; that the Plaintiffs were duly elected to form a Land-renters' Committee and as such Committee did levy the rate in question under the before mentioned 10th Article of the *Land Regulations*; that they, the Defendants, are the owners of the lots in respect of which the rate is levied and that they have refused to pay the same. They also admit that the Ministers and Consuls of the three Treaty Powers signed in 1854 the *Land Regulations* under which the Plaintiffs claim the power of levying rates on land and sueing defaulters in the Consular Courts under whose jurisdiction these latter may happen to be.

The Defendants allege, however, that the *Land Regulations* are not binding on dissentients and that the plaintiffs, as such Committee of Land-renters, have no power to levy the rate in question or sue for its recovery: and they also say that the land in respect of which the tax is sought to be recovered is not within the limits mentioned in the Regulations.

It is difficult to overrate the importance of the questions thus brought under my notice for my decision. It is admitted on all hands that the members of the Municipal Council or Land Renters' Committee have worthily fulfilled the very onerous and responsible duties that have been imposed on them, and it is indeed a satisfaction for me to bear witness to the excellence of the arrangements made by them for the peace, good order, and government of the settlement. It is clear, however, that if they have not the necessary power to raise funds absolutely necessary for the purpose of enabling them to provide for the protection, for the peace and good order of the settlement, and the health of the community resident within it, they are absolutely without the material means of performing the duties imposed on them. At the same time it is desirable to establish by a judicial decision the legality or illegality of their acts; and the Defendants, being the trustees and executors of the deceased owner of the land in respect of which the rate is sought to be recovered, are naturally desirous of making no payments but such as they can justify when summoned to render an account of their stewardship.

The first question for me to determine is the source of the authority of the Plaintiffs. They appeal to the *Land Regulations*. The Defendants reply that the Ministers or Consuls who enacted these Regulations had no authority to make them, and that, having no authority, they could confer none. It is only necessary for me in this case to satisfy myself that the British Representative had the power to do what he has done. But I may say that I have very little doubt that the Representatives of France and the United States of America would not have been parties to an arrangement of such importance as the *Land Regulations* had they not been profoundly impressed with the conviction that they were acting within the powers conferred upon them by their respective governments.

Now the authority, whatever its nature, conferred on the Representative of Her Majesty, was conferred by certain words in the 4th Section of the Order in Council of June 13th 1853. These words are to the effect that the Superintendent of Trade shall have, amongst other things, power and authority to make and enforce rules and regulations for the "peace, good order and government" of Her Majesty's subjects within the dominions of the Emperor of China.

This Order in Council is framed in pursuance of and under certain Acts of Parliament recited in the preamble to it; notably under that passed in the 6th and 7th years of the reign of Her Majesty, known as the "Foreign Jurisdiction Act," which enables Her Majesty to provide for such power and jurisdiction as she may have over British subjects in divers countries and places out of Her dominions in the same and as ample a manner as if Her Majesty had acquired such jurisdiction by the cession or conquest of territory.

The order also recites that Her Majesty hath, by treaty, grant, sufferance or other lawful means, power and jurisdiction over British subjects within the dominions of the Emperor of China, and that the same or certain parts thereof have heretofore been exercised on behalf of Her Majesty by Her Majesty's Consular officers resident within the said dominions.

Indeed it is matter of notoriety that by some of the means alluded to, the Emperor of China has granted to Her Majesty, and Her Majesty does enjoy a right of exclusive jurisdiction over such of Her subjects as shall resort to the dominions of His Imperial Majesty.

It is, I presume, almost unnecessary for me to state that if Her Majesty can exercise Her power and jurisdiction over British subjects in China in as ample a manner as if She had acquired such power by cession or conquest of the territory, that She can provide for their good order and government. Indeed I am inclined to go further and say it is incumbent on Her Majesty, by virtue of an obligation to be implied from the very privilege of exclusive jurisdiction granted to Her, to provide for the peace, good order and government of those of Her subjects who are within the Empire of China and removed by the consent of the Sovereign power of that country from the operation of its laws and the jurisdiction of its native Magistrates. And we find that She has accordingly done so. The learned Counsel for the Defendants, however, contends that by the use of the terms employed to which I have referred She has not granted to Her Representative the right to impose rates or levy dues on British subjects or their property in China. The words, however, of the provision for the "peace, good order and government" have a wider significance and confer greater power and authority. They are the words most generally used in the charters granted to the colonies, and if we refer to the Charter of the Colony of Hongkong we shall find that the source of the authority of the Governor and Legislative Council of that Island springs from the use of the same expressions. If, then, these words have authorised the Governor and Legislative Council of Hongkong to frame ordinances embracing within themselves the enactment of laws, the levying of taxes and the provision of a variety of other useful and necessary measures for the peace, good order and government of Her Majesty's subjects and others within that colony,—by what process of reasoning can we assert that the same words used in the same sense and with the same object are to be limited in their meaning and application when applied to British subjects within the dominions of the Emperor of China? I confess myself at a loss to understand the distinction made. To my mind, within the limits which Her Majesty has Herself assigned and within those by which the right of exclusive jurisdiction in China has been conferred, they are identical in meaning: and within the limits I have alluded to, confer on the Chief Superintendent of Trade the same powers as they conferred on the Governor and Legislative Council of Hongkong.

The next point to determine, then, is the mode in which the Chief Superintendent of Trade has in China endeavored to carry out the powers confided to him, and we find that he has sanctioned, and given the force of law to certain regulations called *Land Regulations* which were submitted to him for his approval. By these Regulations he has authorised and permitted the Consuls at certain times and for certain purposes to call meetings of Land-renters to declare an assessment in the form of a rate to be made on land or buildings, and in the form of wharfage dues on all goods landed at any place within certain limits. He has declared for what purposes and to what ends the funds so raised shall be applied, and he has permitted the body of Land-renters so convened to appoint a Committee of three or more of their number to levy the said rates and dues, and to apply the funds realised for the special purposes indicated in the first half-dozen lines of the 10th Section; and it is in respect of a rate levied in conformity with this provision, on the Defendants that the present action is brought. It is admitted, as I before said, that the land is the land of the Defendants, that the meeting of Land-renters who made the assessment was duly convened, that the Committee have levied the rate, and there is no question raised but that the funds realised have been properly applied.

Looking, then, at the facts, I am of opinion that the Superintendent of Trade has properly exercised the power conferred upon him under the 3rd Section of the Order in Council of the 13th of June, 1853; that the Land-renters and the Committee have acted within their powers, and that the rate is due and payable by the Defendants. There is, however, another circumstance or fact which has an important bearing upon the question before me, when considering the legality of the proceedings of all the parties to the imposition of this rate, and the right of the Committee to sue for and recover it in a Consular Court. I allude to the assent of the Imperial Commission of His Majesty the Emperor of China to the *Land Regulations* themselves. This assent entirely does away with any objection that may be made that the right to tax anybody on Chinese soil is a territorial and a sovereign right which it must not be hastily presumed has been yielded up. To the Regulations themselves in their entirety the Imperial Commissioner has assented. His authority is not to be called in question, nor has it been called in question, and therefore when we couple this assent on the part of the Representative of the sovereign authority of China with the action of the Representative of the British Crown it is impossible to conceive but that all has been done which under almost any circumstances it was necessary to do.

I pass now to a point raised by the Counsel of the Defendants to the effect that the land upon which this assessment was made and rate levied is situated in that portion of the foreign settlement, commonly known as Hongque or the American settlement. I must observe that although the point was raised no evidence was tendered on the part of the Defendants to shew that the Hongque settlement was not included within the sphere of the operation of the *Land Regulations*, while the evidence adduced on the part of the Plaintiffs points but to one inference, namely that it was so included. It was established that the American Minister and the American Consul signed the Regulations, and that the Municipality, both with regard to the issuing of licenses under the 12th Section of the Regulations and providing for the safety of that portion of the settlement by a detachment of the Municipal Police force, paid out of the general taxes to which the residents of Hongque contribute, considered that it formed part of the foreign settlement. Under these circumstances and in the absence of any evidence to the contrary, I can come to no other conclusion but that Hong-que is affected, and was intended to be affected, by the *Land Regulations*.

I pass now to another objection raised by the Defendants which, however, was not very much insisted upon in the face of the evidence adduced by the Plaintiffs.

The 4th Section of the Order in Council provides for the printing and exhibition in some conspicuous place in the office of the Superintendent of Trade or Consul of all rules and regulations made under it. There was clear evidence of the printing and publication, but inasmuch as from the change of Consular officers at Shanghai during the last thirteen years, no witness could be called who could speak to the actual exhibition of these *Land Regulations*, it was contended that the only conclusion I could come to was that they had not been exhibited. I think, however, the evidence of Mr. Consul Winchester in the absence of all disproving testimony is conclusive on this point. Mr. Winchester bears witness to the invariable practice of the office of this Consulate, and indeed of all Her Majesty's Consulates in China on matters of this kind. His experience enables him to speak with great certainty that the exhibition was duly, and indeed in the ordinary course of business must have been duly, made.

Looking therefore at the facts that Her Majesty has the power conferred upon her by Act of Parliament to provide "for the peace, good order and government of Her subjects in China, —that by Her Order in Council she has given power and authority to Her Chief Superintendent of Trade in China to make such provision as he thinks fit and necessary to attain the object in view,—and that the phrase or words used by Her Majesty in Her Order in Council are those which have customarily been used in the Charters granted to Colonies, which have been held sufficient to sanction the making of laws,—the collection of revenue—and the performance of almost every act of government;—looking also to the fact that the rules framed and sanctioned by the Superintendent of Trade provide for the calling of a Meeting of Land-renters for the purpose of declaring an assessment on land, and levying Wharfage and other dues, and for the nomination of a Committee and the delegation to it of certain powers of collection and of application of the funds resulting from the assessment of dues, and of sueing defaulters in the Consular Courts, I cannot do otherwise than hold that this action is rightly and properly brought, and that a verdict must be entered for the Plaintiffs for the full amount claimed. I have no doubt in my own mind of the wisdom which induced the employment of words of such large significance as those used in the Order in Council. Her Majesty's advisers, in all probability, contemplated the increasing growth of this vast emporium of trade, and at once made provision, and elastic provision,—for the exercise of an authority which whenever the circumstances demanded could be easily brought into action.

I have equally little doubt that Her Majesty's Superintendent of Trade has properly and wisely exercised the power conferred upon him. He has not sought to create of his own will and pleasure sources of revenue, or put himself in the position of a tax-maker or tax-gatherer, but he has fully entered into the spirit of our home legislation,—he has left the task of providing the ways and means and the application of them to those most nearly concerned and interested, and if time and the progress of events should now suggest alterations in the working of that system, the principle will remain untouched, a greater development being all that is required. The authority, as it should, will still emanate from the Representative of the Crown, and so long as the Committee of Land-renters or the Municipal Council, or by whatever name they may be called, limit as they have hitherto done their action within the sphere of the powers conferred upon them, they have in my opinion a legal status, and are a legally constituted body possessing the chief and material, if not all the requisites of self-government.

The verdict will be for the Plaintiffs for the amount claimed with costs.

Before Sir **Edmund Hornby**,
Chief Justice
And a Jury.
November 17th.

Regina *versus* **Mohammed.**

Mr. **Myburgh** for the prosecution.
Mr. **Lawrance** was assigned for the defence.

The prisoner was charged with having, on the 21st of October last, feloniously, wilfully and of his malice aforethought, murdered one Leemah.

The substance of the indictment was translated to the prisoner who pleaded Not Guilty.

Mr **Myburgh** drew the attention of the jury to the fact that they had been empanelled in order to prove whether the prisoner at the bar was or was not guilty of the heinous crime laid to his charge. It was unnecessary for him, he was convinced, to tell the jury the awful punishment to which the prisoner became liable were their verdict given against him, or to solicit their careful attention to the facts of the case. He (Mr. M.) was glad that Mr. Lawrance had consented to defend the prisoner, as he was sure that his learned friend would do all in his power for him. The prisoner was charged in the indictment with having feloniously, wilfully and of his malice aforethought murdered his wife, or a woman known as such. There were then two questions for the jury to decide. Firstly, whether the woman died from the effects of wounds inflicted by the prisoner, secondly, whether those wounds were inflicted through malice, express or implied. The learned Counsel thought there could be little doubt as to the first point, on account of the clear confession made by the prisoner at the Inquest. He, however, pleaded that he committed the crime under circumstances of great provocation. But these circumstances of provocation were so trivial that there could be no sufficient grounds for reducing the charge to that of manslaughter. From the prisoner's evidence at the Inquest it appeared that the provocation given by the woman was that she left him without meals, sold his clothing, took away his children and on his remonstrating, spat in his face and kicked him. For this he inflicted upon her, as the medical gentleman who examined the body would prove, seven wounds, any one of which would probably have proved fatal. His learned friend might also urge that it was dangerous to receive the prisoner's confession as evidence against himself. Upon this point judges differed considerably, but he (Mr. M.) thought the confession in this case was the best proof of the prisoner's guilt. Not only the fact itself had been confessed, but the prisoner also described the attendant circumstances, and taking these circumstances into consideration little doubt could remain in the jury's mind that he was guilty of the crime of murder, although there was no actual proof beyond his own confession. In summing up His Lordship would lay the law of the case before the jury; his (Mr. M.'s) duty was only to draw attention to facts.

Joseph York said:—I am at present runner for the Ghaut Serang. I know the prisoner at the bar. I recollect having seen him at about 1.30 P.M. on the 21st of last October, at the door of his house, situated in Bamboo Town, Hongque. The prisoner was walking about in front of his door. He spoke to me first. He told me that he had stabbed his wife. He told me nothing more. I thereupon went upstairs to see if it was true. I saw the woman lying on her face upon the floor, in a pool of blood. I then went down stairs, seized the man and carried him off to the Ghaut Serang's house. I saw no weapon of any kind in the room where the woman lay. Before going up stairs I saw no other person in the vicinity. The prisoner told me that he had stabbed his wife with a table knife, and when I asked him where the knife was he said that he had thrown it away. Nothing else passed between us. I have heard the prisoner say that the woman was his wife.

To Mr. **Lawrance**:—I have known the prisoner for about two years. The prisoner has borne a good character hitherto. I knew the woman for more than a year. I don't know on what terms the deceased lived with the prisoner. I have heard that she was an inveterate opium-smoker, and I have myself seen her smoke opium. They had no children. The prisoner had two adopted Chinese girls whom he had bought. Their ages were twelve and nine years. I never heard any dispute between the prisoner and the deceased.

To the **Jury**:—The prisoner made no resistance when I took him. Ever since I have known the deceased she was an inveterate opium-smoker. I did not see a spot of blood on the prisoner's clothes or hands. Ghaut Serang is a Malay.

Bacho, sworn on the Koran, said:—I am a lascar. I know the prisoner at the bar. I recollect having seen him on the 21st of October, at the entrance of his house in Bamboo Town. York was with the prisoner. York called me and said, in the hearing of the prisoner, that the prisoner told him that he had stabbed his wife. York was holding the prisoner's hands. I ran towards the Ghaut Serang's house to call him. I returned with the Ghaut Serang to the prisoner's house. The Ghaut Serang entered the house, but I did not. I did not go into the prisoner's house at all that day.

To Mr. **Lawrance**:—When I was lascar on board the *Nanzing*, the prisoner was Serang over me. We were together for six months in the same vessel, and never had any disagreement. He always kept his crew well together and treated them kindly. He was a quiet, good tempered man. I have heard of and seen the woman smoking opium, and know that when the prisoner was at sea, she used to go with other men. I have known the woman since sailing with the Serang. I know of no quarrels having taken place between the prisoner and his wife. While York was holding the prisoner the latter seemed excited and repeatedly said, "I have stabbed my wife; I have stabbed my wife." I saw him make no resistance. I did not go up stairs. I saw blood on the prisoner's right hand.

To the **Jury**:—I can't judge of age; I dont know my own age. The woman was a Malay-woman, and older than the prisoner.

Abdul Gannie, sworn on the Koran, said:—I am a Serang. I know the prisoner at the bar, I saw him on the 21st of last October, seated at the entrance of his house in Bamboo Town. He was alone. I spoke to him first. He told me that he had stabbed his wife, on my asking him why he sat down there. I know York. When I was speaking to the prisoner, York was in the house. He shortly came down and seized the prisoner. I went off to call the Ghaut Serang. When I went a little way I saw the Ghaut Serang coming. I returned with him and entered the house. I saw the woman lying on her face in a pool of blood. I knew the woman. She was the prisoner's wife. Her name was Leemah.

To Mr. **Lawrance**:—I know her for about three years. During that time she and the prisoner had been living together. They lived on very fair terms. I know that when the prisoner went to sea she used to go with other men. The prisoner was not aware of this at first, but lately heard people talk of her as an opium-smoker and a prostitute. I have known the prisoner to come back from sea and give all his money to her. She spent it all and then told him to go to sea again. I know the prisoner's children were adopted. I know that they were taken away and hid by the woman about three evenings before her death. I have known the prisoner for upwards of five years. I have found him to be a quiet, inoffensive man. I have know him as Serang and Serang's mate. I have sailed in the same vessel with him, but have often met him at different ports in China and Japan, when he was Serang of one British vessel and I was Serang of another.

Cassim, the Ghaut Serang, sworn on the Koran, said:—I know the prisoner at the bar. I recollect the 21st of October last. I was called on that day by Bacho and Gannie to go to the prisoner's house. I went to Mohammed's house and found that York had taken him round to my house. I did not go into the prisoner's house at first, but returned to my own place where I found the prisoner. He said that he had stabbed his wife. My clerk took him to the police-station. I went back to the prisoner's house. I saw the woman lying stabbed on the floor. In a few minutes after a Police Inspector came in. The woman was the prisoner's wife. I know her. Her name was Leemah. The body was warm when I was there.

To Mr. Lawrance:—I have know the prisoner for nine years. I always found him a quiet and temperate man. I knew the deceased for four years. During that time she lived with the prisoner. The woman has told me that she pawned the prisoner's clothes when in want of opium. Three days before the prisoner stabbed the woman, he complained to me that he could not get his clothes from her. A day or two before the woman's death I was at his house and the children were not there. The prisoner was very fond of the two children. I never heard him complain of their being taken away. I don't know of Leemah having committed adultery with other men. The prisoner did not complain to me about this. The prisoner is a native of Pinang. I have sailed with him in two vessels.

To the Jury:—I saw no blood on the person of the prisoner. When the prisoner was taken he kept his hands folded and spoke quietly.

Dr. Johnston said:—I am a doctor of Medicine practising in Shanghai. On the 21st of last October I was requested to examine the body of a Malay-woman in Hong-que. I found the body of a woman in a lifeless state in a pool of blood on the floor of the upper room of a small house in Bamboo Town. She had a few garments on. On examination I found seven stabs in different parts of the body. Two had penetrated into the left kidney from behind, two into the spleen, two into the base of the left lung and one into the substance of the liver. I think any one of the wounds would probably have led to a fatal issue. I should think they were inflicted by a small knife, the blade probably four or five inches in length and about half an inch in width. It must have been sharp and pointed. There could have been no resistance after the first stab, she must then have fallen on her face.

To Mr. Lawrance:—I have seen the prisoner. I treated him as a patient when in jail, for irritation of the left eye, occasioned by a wound received some time ago. I had no communication with him previously. I have not seen the instrument with which the woman was killed. The body was quite lifeless. She had evidently been recently killed.

To the Jury:—I think it quite possible but not probable that a man might have inflicted all those wounds without becoming stained with blood.

To the Court:—Clothes might have prevented the blood from bursting out but the woman's garments were of a very light fabric.

Mr. Myburgh then put in the prisoner's statement at the coroner's inquest, made after he had been duly warned by the coroner.

Mr. Stripling said:—I am Inspector of Police. On the 21st of last October I was called to the prisoner's house in Bamboo Town where the woman was stabbed. I saw the body of a woman there, lying on the upper floor. I know Dr. Johnston. I was present when he made an inspection of the body.

To Mr. Lawrance:—I do not know the prisoner.

To the Court:—The prisoner was not unfavorably known to me. There were no marks of blood about the prisoner.

This closed the case for the crown.

Mr. Lawrance said that the importance attached to this case could not be over-estimated. It was the first time that a case of life and death had been tried before an English Court in Shanghai, and he would ask the jury to give the matter serious thought before arriving at a decision. The crime of which the prisoner was accused was terrible, one at which human nature starts and than which there is none more penal; the punishment on conviction being death of the most ignominious kind. He (Mr. L.) hoped that the jury would reduce the charge of wilful murder to that of manslaughter. The two questions which he would submit were: Firstly, was the prisoner's the hand which committed the crime? and, secondly, was that crime committed under such circumstances as were alleged? They had to determine whether it was a case of murder, with malice, or manslaughter without malice. Now there are certain circumstances which change the charge of murder to that of manslaughter and *vice versa*. If the crime be committed after sufficient cooling time for the passions has elapsed, it is considered as murder, if perpetrated immediately after sudden provocation it is looked upon by the Law as manslaughter. With regard to the first question the evidence seemed clearly to prove that the prisoner's was the hand which committed the deed; the question then remained, did he receive sufficient provocation for committing the act of which he stood charged. All the Indian witnesses for the prosecution had testified to the provocation he had received, and the good character given by them of the prisoner should also be taken into consideration. The first witness, York, knew him for about two years and during that time found him quiet and inoffensive. Bacho, the second witness, knew him for six months on board the *Nanzing*, and stated that had the prisoner treated him otherwise than well and kindly in his capacity of Serang, he would not have remained with him for so long a time. Abdul Gannie knew him for nine years, and gave him an equally good character. This witness confirmed the statement as to the prisoner's children having been hidden by the woman about three evenings before her death, and testified to the fact of the deceased having gone with other men during the prisoner's absence. The latter, hearing of this was naturally provoked. Lastly the Ghaut Serang, a man holding a respectable position and whose testimony ought to have some weight with the jury, gave the same character of the prisoner, whom he had known for nine years. He confirmed generally the statements made by the prisoner at the Inquest, as to his position shortly before the murder was committed. It should also be remembered that the man belonged to a nation accustomed to look with equal jealousy as and more passion than ourselves upon certain acts. He (Mr. L.) did not mean to say that the woman's conduct could justify her death at the hands of the prisoner, but still it should be taken into consideration by the jury in forming a decision. It was evident that the two did not live happily together; she led a life of prostitution and did not perform those duties which by Malays are considered incumbent upon the wife, although by us they would be considered too menial. The speaker then quoted Roscoe on Criminal Evidence, to define the distinction between a crime committed with or without malice. He thought that the collateral circumstances, already alluded to, attending the occurrence should be borne in mind, and he (Mr. L.) held that the act came under Roscoe's definition—"Suspension of reason until the very time when the mortal stroke was given." In conclusion he would ask the jury, after giving the case a fair and impartial hearing, to give an equally fair and impartial verdict.

Mr. Kelly said:—I have shipped the prisoner on board of different vessels for three years. The masters of those vessels have always given him a good character. He has always managed the crews well. He was recently in the *Nanzing* but was discharged on account of his failing eyesight. If he had been violent or passionate it would have been reported to me either by the masters or crews of the vessels in which he served.

The Chief Justice, in summing up the case for the jury, said that neither of the Counsel whom they had just heard had exaggerated the importance of the issue they were to try. In all cases of homicide the responsibility of a jury is of the most painful nature because on the verdict depends the life of a fellow-creature. Still there is a duty which society demands, and an obligation enforced by the oath taken to weigh the evidence impartially. I premise these remarks more especially as this is the first case of murder brought before the Court. The position of the prisoner at the bar is most dreadful, standing as he does between life and death, accused of the most heinous crime whereof the Law takes cognisance. It is necessary to go back a little and consider that on the 21st October, in an upper room in a house in Bamboo Street, there was a living woman. That woman is now dead, and it is for you (the jury) to decide by whose hand she died, who inflicted those mortal wounds, and took upon himself to hurry her into the presence of her Maker utterly unprepared. I ask you to consider these points carefully in order that you may recollect that your sympathies ought not exclusively to run in favor of the person before you. There was another being whom you have not seen for whom the same consideration is due, and therefore you must not allow your feelings to clash with the duty imposed on you. Now what are the circumstances upon which the guilt or innocence of the prisoner depends? They are painful from their extreme simplicity. York, the first witness, said that he saw the prisoner sitting at the door of his house, and on asking him what he was doing there, he said he had stabbed his wife. The prisoner does not appear to have been excited, and in this all the witnesses agree. The second witness saw two men standing at the door, one the prisoner and the other York. York told him the prisoner had said he had stabbed his wife; the third witness gave the same testimony. There is no doubt that the murdered woman was the wife of the prisoner or passed as such, that she was the person alluded to by the prisoner, and that she had received the wounds that caused her death. The learned counsel for the defence has informed you of the difference between the law of murder and of manslaughter. But I cannot allow that statement of the law to go before you exactly as he left it. Provocation may in some cases convert homicide into justifiable or excusable homicide, but if there be no sufficient provocation, homicide is murder. (The learned Judge then cited Roscoe to prove the distinction between murder and manslaughter, laying considerable stress on the fact that the prisoner by using a deadly weapon had shown how completely carried away by passion he was). This then is the English law on the subject, and you must apply the law so laid down to the circumstances. The first question for you to consider is the nature of the provocation, if any, and of this you must be satisfied before you will be justified in bringing in a verdict of manslaughter. I do not wish, however, to tell you what to do, the responsibility rests on you and not on me. Are you of opinion that by the prisoner's hand the deceased met her death? The evidence on this point is most conclusive. Irrespective of the testimony of the witnesses, there is the prisoner's own confession. Some people think the confession of a prisoner is of little importance, that under certain circumstances it is dictated by a desire to obtain notoriety or by some other motive of the kind. My experience of crime does not lead me to any such conclusion, and in this particular case no reasonable doubt exists that the prisoner it was who caused the woman's death. The absence of blood on the prisoner's clothes or person is of little importance, in the face of Doctor Johnston's evidence, although one witness said that he did see blood on the prisoner's right hand. The next question before you arrive at a verdict is what the provocation was, and how far it excused the act. That I leave entirely to you. Recollect the mutual relation of the man and woman; recollect the evidence as to the abandoned life led by the deceased, her refusal to give him his children, her reckless squandering of his money, her selling of his clothes, her spitting in his face. In your minds is that sufficient—not to justify the act of homicide but—to convert murder into manslaughter? Perhaps I shall not be exceeding my duty if I express my own opinion. As to the selling of the prisoner's clothes, it would be most unfortunate for society if such a provocation as that were held to justify homicide. When his children were taken from him he might have applied to the Court for redress. Spitting on him, kicking him and the other outrages committed by the deceased, are not individually sufficient to excuse the act, but it is for you to judge whether, altogether, they mitigate the crime. You possess, however, another right of which I would remind you. It is quite competent for you to recommend the prisoner to mercy. I do not advise you to do so, for society should not be exposed to the consequences of a man losing his temper and surrendering himself to the dominion of his passions, until he is so overcome as to lose all power of regulating his actions, and satisfies the ferocity of his nature by rushing on his wife and destroying her. The evidence proves conclusively that the wounds were inflicted with the greatest violence, and under the influence of ungovernable rage.

I do not wish to sum up against the prisoner, but the duty of a Judge is most serious. He lays the law of the case before the jury, but it is for the latter to decide on the facts. If in your opinion the prisoner is guilty of murder, your verdict must be to that effect, but if on the contrary you think the provocation sufficient to convert murder into manslaughter, it will be your duty to bring in a verdict of that nature.

The jury retired for about forty minutes, and on their return the foreman announced that they had found a verdict of Guilty, but strongly recommended the prisoner to mercy in consideration of the very great provocation he had received. The prisoner, having been asked whether he had anything to say why sentence of death should not be passed upon him, threw himself on the mercy of the Court, merely again detailing the great provocation he had suffered. The Chief Justice then assumed the black cap and passed sentence of death in the usual form, stating that he would forward the recommendation of the jury to Her Majesty's Minister for his consideration, and intimating that it was possible he might regard it favorably inasmuch as this was the first case of the kind brought before the Court.

The sentence having been interpreted the prisoner was removed and the Jury discharged.

Before C. W. Goodwin Esq.
Assistant Judge.
November 13th, 1865.

Smith, Kennedy & Co. *versus* B. Orchard.

Claim for Tls. 217.80, on account of short delivery of cargo ex ship *Peterborough*.

Mr. Robinson for the Plaintiffs.
Mr. Eames for the Defendant.

Mr. Robinson said that this was an action of a very simple character. The Bill of Lading was for sixteen cases of merchandise consigned to Smith, Kennedy & Co. Delivery took place on the 22nd and 25th of July, eight cases having been delivered on the first day but only seven on the 25th. The plaint was therefore for the short delivery of one case only.

W. Brand said:—I manage the shipping business of the plaintiffs. All their shipping business passes through my hands. Messrs. Smith, Kennedy & Co. are the consignees of this Bill of Lading (handed in.) We sent an order for all the goods which we had on board the *Peterborough* to Messrs. Jardine, Matheson & Co., the agents for the vessel. This delivery-order was countersigned and stamped by them and handed to the Shanghai Cargo Boat Company. On the first day, July 23rd, we received eight cases (Nos. 630, 31, 33, 34, 38, 39, 40, 44); on the 26th we received seven (Nos. 635, 36, 37, 41, 42, 43, 47.) Towards the latter end of August I wrote to Messrs. Jardine, Matheson & Co. stating that we were a case short and asking why it had not been delivered. I received a reply on September 7th, in which they stated that the Captain would see after it and call and inform us of the result. We then sent in a claim and had it returned. (Some further correspondence relative to the missing case was read and handed in.) We are still one case short. This is the invoice of the goods. The claim for Tls. 217.80 is not unreasonable. It only includes the first cost, the shipping charges at home not being included.

To Mr. Eames:—I know this is the invoice of the goods short delivered. I have received invoices from the same house before. I have seen the letter which contained the invoice. It did not state that there were only 15 cases sent. I believe one or two cases of these goods have been sold, here or at the outports. I do not recollect which cases were sold or the prices obtained for them.

H. J. Bill said:—I am manager of the Shanghai Cargo Boat Company. I received the stamped permit for landing these goods. I took a copy of it and directed my people to get 16 cases marked as in the permit. After copying the delivery-order I generally send a European to see whether any goods are at hand. I sent my assistant on this occasion. We received information that they were at hand. I sent a boat for the goods, with a printed boat-note. We duly received eight cases. On July 25th I sent another boat with another boat-note for the remaining eight cases. A different boat-note was returned which specified seven cases. We received those seven cases and no more. I have had considerable experience in receiving goods from ships. The usual practice is for the chief officer to ask the boatman how many packages he has in his boat, before he signs the boat-note. These boat-notes are intended for the protection of the ship and of the Cargo Boat Company.

To Mr. Eames:—I did not see the goods as they came out of the boat. I left that to others. I have never seen the cases. It was a Chinaman who went for them.

J. Main said:—I am assistant to the Shanghai Cargo Boat Company. I received a permit to land these goods, which I delivered to the chief officer of the *Peterborough*. On the 25th of July I made out a printed boat-note for the Chinese boatman to get signed by the chief officer. On the afternoon of July 25th I went on board the vessel and saw the cargo-boat alongside. I saw this boat-note in the lowda's hand on board the vessel. He said that there were five packages damaged, and that he had altogether in the boat thirty-three pieces. The cargo-boat went away shortly after. That same afternoon I asked the chief officer whether there was anything more. He said it would be as well to send down another boat next day in case any more goods should turn up. He also asked me for a memorandum of the marks and numbers of the packages I wanted. This I took to him on the following morning. This note contained one case marked T. T. T. in a diamond. On the morning of the 27th I went on board again, when the chief officer told me that I had received the whole complement. I told him that I had probably made a mistake and would see on my return to the office. On looking over the books in the office I found that I was correct. That afternoon or the next morning I went and told him, and he said that when the cargo was turned out I would get it. I never got the case. I afterwards went on board with our Compradore and the boat-notes. This was on September 1st or 2nd. I asked the chief officer to show me his book containing a memo. of the cargo delivered. He did so, and I found that he had 16 numbers entered. This is the book which I saw (handed in.) I told him that it looked rather suspicious; that the ink of the last number looked darker than above, and he might have entered the last number after the signature had been given. He said that he would swear that he did not do so. He told me that the boatman had signed a receipt in Chinese for sixteen cases in his (the mate's) book. The Compradore said that the Chinese characters in the book meant five damaged pieces. I shewed the chief officer the boat-notes for eight and seven cases. He said that putting seven instead of eight must have been a mistake of his.

To Mr. Eames:—I saw the boatman go away. When I went to the office I compared the boat-notes with the copy of the delivery-order and found that I had made no mistake. There were two cases of one number. No European superintended the landing of the cases.

To Mr. Robinson:—When on board the *Peterborough* I did not see any of her people on board the cargo-boat.

The Consular linguist was called to translate the note made by the lowda in Chinese in the mate's book. The characters meant, "damaged by water, five pieces."

Lok-ta-fo said:—I was lowda of cargo-boat No. 279 on July 25th. On that day I went to the *Peterborough* to get goods. I received a printed paper like this boat-note to take on board. It had a red stamp on it. I am in the habit of getting a paper of this kind when going to get cargo. I gave it to the chief officer. There were two other boats there at the same time. I was loaded after the other boats. When I was loading, the second officer of the *Peterborough* came into the boat twice. The first time he ordered the damaged packages to be taken up. I objected to receiving these packages and the second officer came on board to look at them. They were not taken up. The cargo-boat would hold over 400 piculs. There were then 33 packages on board the boat. The second officer went down again and counted them. The chief officer then gave me the boat-note. I wrote this Chinese in his book. I was going to write more when the chief officer said, "can do, can do." I would have written that there were altogether 33 pieces had I not been prevented from doing so. I left the ship after four o'clock and got to Shanghai at about five or half past five o'clock. On arrival the second manager of the cargo-boats came to count. I shewed him the damaged goods. Another person then came and put sealing papers over the boat. They were found all right the next morning. Before giving me the boat-note, the mate asked me how many pieces I had on board, and I said thirty-three pieces.

To Mr. Eames:—The second officer came into the boat before I had got the boat-note. The secure papers printed in Chinese and English were pasted on that night.

A-chung said:—I am second manager for the Cargo Boat Company. On the 25th of July I gave a printed boat-note to the last witness, to take to the *Peterborough*. On the return of the boat I was sent to inspect some damaged goods said to be on board. I counted thirty-three pieces in all and this corresponded with the number in the boat-note. The boat being large it was easy to count the packages.

A-hung said:—I am overseer for the Cargo Boat Company. It is my business to lock the boats at night and to open them in the morning. I recollect locking up cargo-boat 279 after counting the goods. I then put on seals. I found them unbroken in the morning.

To Mr. Eames:—I don't know where the *Peterborough* was lying. My business is to lock up the boats, not to count the goods.

This closed the case for the prosecution.

Mr. Eames said the question was merely one of fact. It would be shewn that the identity of figures in the numbers of two of the bales was accidental. He submitted that instances of cargo being robbed by Chinese were very frequent in Shanghai, and there could be little or no doubt that in this case the bale was lost between the ship's side and the shore.

R. Yeamon, chief officer of the *Peterborough*, said:—I have been attached to the *Peterborough* for upwards of three years. I was in the ship on duty when she was loading in London. I signed receipts for the goods. The clerk entered these goods. Every entry in this book was put in by the clerk. I stood by while the cargo was taken in. It was noticed then that two cases were of the same number. I delivered the cargo here. The lighter-man wrote something in the cargo-book which I supposed was a receipt for 34 packages. I usually make them do so. Before making him sign the account, I told him there were 34 packages. I am sure the account is correct. When they came out of the hold I called Captain Orchard's attention to the fact that there were two cases of the same number. I put the case into lighter 279. The second officer was in the hold when the cargo was being discharged. I don't recollect any one having gone into the lighter. There were three of the crew standing by when the bale in question came up.

To Mr. Robinson:—They saw me slue the case round to the Captain to see. Two of the men were at the side of the rail and one at the winch. I saw these entries made on a harness-cask when we were loading. I gave receipts in accordance with the entries. I have delivered several packages without a boat-note, but have never sent sample packages with others entered in a boat-note without entering the former also. I have never been in Shanghai before. In some places it is the custom for consignees to send for the sample packages immediately. I told Captain Orchard that this was the second case of the same number. He did not see the first one, but I had got a receipt for it. To my knowledge no one from our ship went on board the cargo-boat. Nothing was said to me or any body else about the goods being damaged. No one kept tally with me. There was no tide-waiter on board. Four boats were loaded that day. As soon as I put the cargo out I make the entry in the book. I swear I did so in this instance.

To the Court:—I intentionally omitted to mention the sample case in the boat-note.

B. Orchard said:—I am master of the ship *Peterborough*. I was walking on the poop when the case in question came up. The mate called my attention to it, stating that it was the second case that had gone out with the same number and mark. I told the mate to make a memo of it in case of any dispute arising about it. I saw that case placed in the lighter. I did not notice the number of the lighter, but I remember the sample case going in a little before.

To Mr. Robinson:—I consider the boat-note system to be no benefit to a ship. My attention was called to the sample case, because it was unusual for such cases to go amongst the large cases. I saw the disputed case and its mark and number from the poop.

R. Murray said:—I am a seaman on board the *Peterborough*. I remember the mate drawing the Captain's attention to the mark and number of a case of merchandise. He said that one had already gone with the same mark and number. The number was 633. I was standing on the rail.

To Mr. Robinson:—The mate called the Captain's attention to it. It was delivered at about 10 o'clock and the sample case was delivered a few moments after. I noticed a small case handed into the same boat. As nearly as I can remember there were some other cases put into that boat but I did not see any damaged cases going in. I can't say at about what time the boat had finished loading. I did not see any one leaving the ship to go on board the cargo-boat. I did not hear the boatman say how many packages he had, but the mate always asked to have the receipts signed.

Milne said:—I am an apprentice on board the *Peterborough*. I was on board and on duty while the cargo was being discharged. I remember the mate calling the Captain's attention to one case. It was on deck at the time, coming up the main-hatch. I was standing at the gangway. The Captain and I looked at it. The mark was three T's in a diamond, M below, and the number 633. The mate called the Captain's attention to it as it was the second case with the same mark and number. There was a man at the winch.

To Mr. Robinson:—This took place at about 10 o'clock. I am sure I heard the mate call the Captain's attention. The Captain told him to make a memo of it. I saw other cases, but not a sample-case. I can't say whether on the same day some other cases of the same mark were delivered. I could not see over the rail without leaning over it, so I don't know what cargo-boat it was put into.

Chichester said:—I am an apprentice on board the *Peterborough*. I was on board and on duty while the cargo was being discharged. I remember the mate calling the Captain's attention to a case coming up. It was on the 25th July. I know that, for when I heard the case was missing I referred back. The case came out of the hatchway, and the mate asked the number. He said there was a case of the same number before. He spoke to the Captain who came to the end of the poop. The Captain told him to make a memorandum of it. I saw the mark and number. It was 3 T's in a diamond and an M. No. 633. I saw the case go over the side. I was heaving cargo out of the hold at the time.

To Mr. Robinson:—I don't know at what time this occured. I was heaving at the winch. I didn't see the 2nd mate, but I heard him. I heard nothing about damaged goods. I saw some brought up. I didn't know that there were any damaged goods put into the lighter. I know of no one going on board. It was early in the morning when this occurred. I heard the mate say some days after, that there was a sample-case, but not on that day. I don't know whether any more cases of the same mark went over the side that day.

Mr. Eames said he had but very few remarks to make. It was impossible to believe that the boys whose evidence they had heard were guilty of perjury, or had been influenced in any improper way in their testimony. As a question of fact there could be no doubt that the box or case in question was put on board the lighter; the boys noticed it inasmuch as they found the Captain's and mate's attention drawn to it, and the Captain and mate (unless they had been guilty of the most elaborate perjury, which there was no reason to imagine for a moment) had particularly remarked it. There was, it was true, much carelessness in the matter of sample cases. They are put in the cabin, and sent on shore as there is opportunity. It is not the duty of the mate to *send* cargo on shore, while it is the duty of owners or consignees to send responsible people to take delivery. Under the present system both Captain and consignees are at the mercy of the Chinese, who may write a Chinese proverb or any other nonsense in the book instead of giving a receipt. The blame lies not with the mate but with the consignees who send men who know no English and will sign anything. It might be said that the entry was in a suspicious spot at the end of the page, but this is merely a coincidence, as some entry must necessarily be last. Of course it was possible that the entry was made after signature, just as it was possible that the Captain and all the other witnesses perjured themselves. The question at issue was of the utmost importance, although the sum involved was trifling, as the decision of the Court would have a material effect on the practise of taking delivery of cargo, which had been introduced for the sake of convenience, but by which consignees frequently lost heavily.

Mr. Robinson thought his learned friend had scattered unnecessarily hard words through his speech. He (Mr. R.) had no intention of charging any of the witnesses with perjury. If the case did go over the ship's side, it must have gone into the wrong boat, and that was the explanation he was disposed to accept. The system now adopted is very convenient, and is also perfectly safe, for all the cargo-boat lowdas know the Arabic numerals, and have received orders to sign for numbers and numbers only. The lowda had explained why he noted the seven damaged cases. He was quite justified in doing so, and any prudent European would have done the same. The evidence of the mate is open to some suspicion, he is not a disinterested witness, inasmuch as he would have to pay for the missing case if the verdict was for the plaintiffs. The question resolved itself into—Yes or no, did the defendants deliver eight cases into the boat. The mate, with the book before him, stated that he had deliberately omitted one case. He admitted having made at least a mistake, for while he now says he put eight cases in, he told the Cargo Boat Company that he had put in only seven. Therefore on the broad principle that people who are careless should suffer rather than those who are perfectly innocent, the ship should bear the penalty.

The Judge, in delivering judgment, said:—The evidence adduced by the defendants is so clear that I have no doubt that No. 633 (2) was put into the Cargo-boat. I think that, extraordinary as it may appear, there actually were two cases with the same number. The delivery to the Cargo Boat Company was further a sufficient delivery to the plaintiffs, and the [illegible] sufficiently established. The signing of [illegible] boat note seems to be done merely for convenience, and in this case has led to loss. Finding seven cases put down by mistake on the boat note some party or parties must have abstracted the one case found over. That is a sufficient explanation of the circumstances, the statement of the chief-officer being entitled to credence.

The verdict was therefore for the defendants with costs.

Mr. Robinson thought that as the case confessedly arose from the defendants' neglect no costs should be given.

Edited by R. ALEXANDER JAMIESON.
Printed & Published every Saturday, at the North-China Herald Office, Shanghai.]

SUPPLEMENT
TO THE
"NORTH-CHINA HERALD," NOVEMBER 18, 1865.

SHANGHAI TEA, SILK, COTTON, AND OPIUM RETURNS FOR SEASON COMMENCING JUNE 1ST, 1865.

From Imperial Maritime Customs.

TEA.

GREAT BRITAIN.

Ship.	*Cleared*	*Destination*	*Congou.*	*Souchong.*	*Oolung.*	*Flowery Pekoe.*	*Brick.*	*Total Black.*	*Japan Unclassed.*	*Sorts.*	*Young Hyson.*	*Hyson.*	*Hyson Skin.*	*Twankay.*	*Imperial.*	*Gun Powder.*	*Total Green.*
Total as per last	Report, ...	....	157035.04	...	...	...	...	157035.04	705.50	713.13	10437.59	4593.75	36.48	1413.66	3274.98	8804.81	29979.90
Prince Alfred,	Oct. 31	London,	5494.71	...	...	...	...	5494.71	214.00	...	539 09	58.22	...	68.12	112.15	440.94	1432.52
Robin Hood, ...	" 16	"	7236 72	...	...	...	...	7236.72	...	...	707.01	312.38	...	171.99	328.79	820.08	2350.25
				...	...	...	...	...	...	...	...	...	...	...	...	...	...
				...	...	...	...	...	...	...	...	...	...	...	...	...	...
			169766.47	...	...	...	...	169766.47	919.50	713.13	11683.69	4664.35	36.48	1653.77	3715.92	10074.83	32762.67
			...	...	...	...	...	...	...	...	...	...	...	...	...	...	...

HONGKONG AND COAST PORTS.

Ship	*Cleared*	*Destination*	*Congou*	*Souchong*	*Oolung.*	*Flowery Pekoe.*	*Brick.*	*Total Black.*	*Japan Unclassed.*	*Sorts.*	*Young Hyson.*	*Hyson.*	*Hyson Skin.*	*Twankay.*	*Imperial.*	*Gun Powder.*	*Total Green.*
Total as per last	Report	....	3350.31	...	...	...	3353.98	6704.29	20.58	160 64	...	677.83	..	...	...	...	859.05
Nánzing, ...	Nov. 1	Tientsin,	71.86	...	...	...	1771.14	1843.00	...	...	...	...	...	...	...	...	...
Dumbarton, ...	" 1	Hongkong,	...	...	...	...	...	...	...	...	...	48.26	...	...	...	...	48.26
Suwonada, ...	" 1	"	3 00	...	...	...	...	3 00	...	...	...	68.38	...	...	...	...	68.38
Ying-tze-fei ...	" 9	Tientsin,	...	...	...	51.30	798.60	849.90	...	...	...	...	...	...	...	...	...
Aden, ...	" 9	Hongkong,	...	...	...	...	...	...	...	...	...	23.46	...	...	...	...	23.46
Fusiyama, ...	" 9	"	...	...	...	...	...	...	...	...	...	106.29	...	...	...	...	106.29
City of Nantes, .	" 9	Tientsin,	...	...	...	...	185.24	185.24	...	...	...	10.00	...	...	...	...	10.00
Rona, ...	" 9	Hongkong,	...	...	...	...	...	...	...	...	...	41.67	...	...	...	...	41.67
...	...	....	3425.17	...	...	51.30	6108.96	9585 43	20.58	160.64	...	975 89	...	...	...	...	1157.113

UNITED STATES.

Ship.	*Cleared.*	*Destination.*	*Congou.*	*Souchong.*	*Oolung.*	*Flowery Pekoe.*	*Brick.*	*Total Black.*	*Japan Unclassed.*	*Sorts.*	*Young Hyson.*	*Hyson.*	*Hyson Skin.*	*Twankay.*	*Imperial.*	*Gun Powder.*	*Total Green.*
Total as per last	Report.........	....	...	...	...	...	...	...	1971.43	...	14613.27	3068.79	463.17	, 1903.66	3012.47	3261.18	28293.97
Sea Snake, ...	Nov. 13	New York.	...	...	...	...	...	...	...	...	1940.39	303 18	48.42	228.47	448.51	508.43	3477.40
Georg Becker,	" 16	"	...	...	...	...	...	...	...	...	1480.43	370.86	17.18	182.57	243.05	.292.26	2586.35
			...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
			...	...	...	...	...	...	1971.43	...	18034.09	3742.83	528.77	2314.70	3704.03	4061.87	34357.72

SILK.

GREAT BRITAIN.

Ship	*Cleared*	*Destination*	*Raw*		*Thrown*		*Total.*		JAPAN *Re-exports*		JAPAN *Transhipment*		*Coarse.*		*Refuse.*		*Cocoons.*	
			Bales	Piculs	Bales	Piculs	Bales	Piculs	Bales	Piculs	Bales	Piculs	Bls.	Pls.	Bales	Piculs.	Bales	Piculs.
Total as per last	Report	....	29963	22896.09	28	26.43	29991	23832.52	67	67.38	3867	...		18.53	888	1580.48		....
Singapore, ...	Nov. ...	Great Britain	532	428.85	...	...	532	428.85	...	...	...	...	......		..	...		....
			...	...	...	...	...	...	...	...	...	...	......		..	...		....
			...	...	...	...	...	...	...	...	...	...	......		...	...		....
			30495	24234.94	28	26.43	30523	24261.37	67	67.38	3867	...		18.53	888	1580.48		....
			......	......	...	...	......	......	...	...	...	...	......		...	...		....

THE CONTINENT.

Ship.	*Cleared.*	*Destination*	*Raw*		*Thrown*		*Total*		JAPAN. *Re-exports*		JAPAN. *Transhipment*		*Coarse*		*Refuse*		*Cocoons*	
			Bales.	Piculs	Bales	Piculs	Bales	Piculs	Bales	Piculs	Bales	Piculs	Bls	Pls.	Bales	Piculs	Bls.	Piculs
Total as per last	Report	....	5990	4763.20	1	0.87	5991	4764.09	129	99.56	1269	....	8	13.74	8	14.50		156.86
Singapore, ...	Nov. ...	Marseilles	34	26.69	40	33.90	74	60.59		......	...	....		....		....		......
			6024	4789.89	41	34.77	6065	4824.68	129	99.56	1269	......	8	13.74	8	14.50		156 86
				......		....	...	...	...	...	......	......		....		......		....

COTTON.

SHIP.	*Cleared*	GREAT BRITAIN. *Export*	GREAT BRITAIN. *Re-export*	GREAT BRITAIN. *Transhipped*	HONGKONG. *Export*	HONGKONG. *Re-export*	HONGKONG. *Transhipped*	COAST PORTS. *Export*	COAST PORTS. *Re-export*	COAST PORTS. *Transhipped*	JAPAN. *Export*	JAPAN. *Re-export*	JAPAN. *Tran-shipped*	AMERICA. *Export*	AMERICA. *Re-export*	AMERICA. *Tran-shipped*	TOTAL. *Piculs.*
otal as per last Report		...	...	...	24,121	1,202	956	15,118	766	...	300	...	...	...	...	...	42,463
dang Pandjang.........	Nov. 1	...	...	...	1,033	...	...	...	...	...	...	...	...	...	...	...	1,033
ambarton	... 1	...	...	...	103	...	...	...	...	...	...	...	...	...	...	...	103
ina........................	... 1	...	...	...	1,495	...	...	...	...	...	...	...	...	...	...	...	1,495
wonada	... 1	...	...	...	284	...	...	...	...	...	...	...	...	...	...	...	284
orning Star	... 5	...	...	...	...	...	...	1,551	...	...	...	...	...	...	...	...	1,551
wa Gungadhur.........	... 6	...	...	...	...	...	...	1,760	...	...	...	...	...	...	...	...	1,760
tapur......................	... 6	...	...	...	...	...	...	100	...	...	...	...	...	...	...	...	100
noe........................	... 6	...	...	...	...	...	...	9	...	...	...	...	...	...	...	...	9
siyama	... 9	...	...	...	111	...	...	...	...	...	...	...	...	...	...	...	111
na	... 9	...	...	...	782	...	...	...	...	...	...	...	...	...	...	...	782
miso......................	... 9	...	...	...	...	...	...	44	...	...	...	...	...	...	...	...	44
ouard & Elise	... 9	...	...	...	...	...	...	913	...	...	...	...	...	...	...	...	943
ratah	... 9	...	...	...	...	...	...	204	...	...	...	...	...	...	...	...	204
		...	...	...	27.929	1,202	956	19,729	766	...	300	...	...	...	...	...	50,882 ...

OPIUM.

OPIUM RETURN FOR WEEK ENDING NOVEMBER 11TH, 1865.

IMPORTED.	*Malwa.* Chests.	*Malwa.* Weight.	*Patna.* Chests.	*Patna.* Weight.	*Benares.* Chests.	*Benares.* Weight.	*Turkey.* Chests.	*Turkey.* Weight.
Imported and stored on board Receiving Vessels, ...	543½	543.50	381	457.20	72	86.40	...	...
Imported and transhipped for re-exportation without being stored on board Receiving Vessels or landed	..	...	...	...	...	...	...	...
Imported direct to the shore	2	2.00	5	6.00	...	...	...	...
Total	545½	545.50	386	463.20	72	86.40	...	...

	Malwa. Chests.	*Malwa.* Weight.	*Patna.* Chests.	*Patna.* Weight.	*Benares.* Chests.	*Benares.* Weight.	*Persian.* Chests.	*Persian.* Weight.
Landed from Receiving Vessels and intended chiefly for Local consumption	41½	41.50	175	210.00	17	20.40	...	...

RE-EXPORTED.

Description.	*Chinkiang.*		*Kiukiang.*		*Hankow.*		*Chefoo.*		*Tientsin.*		*Newchwang.*		*Ningpo.*		*Takao.*		*Hongkong.*		*Keelung.*		*Total.*	
	Chests.	Weight	Chests.	Weight.	Chests.	Weight.	Chests.	Weight	Chests.	Weight	Chests.	Weight	Chests.	Weight.	Chests.	Weight.	Chests.	Weight.	Chests.	Weight.	Chests.	Weight.
Malwa...	181½	181.50	131	131.00	53	53.00	48	48.00	431	431.00	110	110.00	62½	62.12	...	...	...	...	...	...	1017	1016.62
Patna	27	32.40	12	14.40	36	43.20	8	9.60	68	81.60	10	12.00	30	36.00	...	...	...	...	4	4.80	195	234.00
Benares	...	...	...	...	...	...	...	...	40	48.00	...	...	10	12.00	...	...	...	...	...	...	50	60.00
Russia...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Persian	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Total ...	208½	213.90	143	145.40	89	96.20	56	57.60	539	560.60	120	122.00	102½	110.12	...	...	...	...	4	4.80	1262	1310.63

MISCELLANEOUS.

JUDSON'S ANILINE DYES,

In Crystals, Powder, or Liquid

Packed in Bottles, 1 and 2 ozs.; or Jars 1 and 2 lbs. each.

NAMES OF COLOURS

Magenta,	Roseine,	Fuchsine,	Violet
Purple,	Crimson,	Mauve,	Blue,
Green,	Canary	Orange,	Yellow,
Phosphine,	Scarlet,	Red,	Ultramarine,
Brown,	Black,	Regina,	Soluble Blue.

The majority of our Dyes are entirely *soluble* in boiling water, and will dye without the addition of other ingredients.

The above may be procured through any London Merchant, or of the Proprietors,

DANIEL JUDSON & SON,
10a, Coleman Street, London.

N B.—Be sure and write for JUDSON'S Dyes
14oc-66 o-a-w 651 Oct. 14th, 1865.

FRENCH MEDICINES IN VOGUE.

New and most valuable Medicines, for hitherto intractable and incurable Diseases.

UNLIKE the Patent Medicines generally imported from the United Kingdom, the following from France have been severely tested and scrutinised by the most eminent Government and private analytical and operative chemists and practising physicians of Paris, &c., insomuch that the entire Parisian Medical Faculty, attached to the Government and other Hospitals, &c. in the French Dominions, can, after rigorous trials, with the fullest confidence, recommend them to the favourable notice of all alnguishing, not only under ordinary diseases, but those who may be "hoping against hope."

No more Cod Liver Oil,—Syrup of Iodised Horse-Radish.

Prepared by GRIMAULT & Co.

According to the Certificates of the physicians of Paris Hospitals detailed in the prospectus, and with the approbation of several Academies, this Syrup is employed with the greatest success in place of Cod Liver Oil, to which it is really superior. It cures diseases of the chest, scrofula, lymphatic disorders, green sickness, muscular atony, and loss of appetite; it regenerates the constitution by purifying the blood; and is, in a word, the most powerful depurative known. It never fatigues the stomach and bowels like the Iodide of Potassium and the Iodide of Iron, and is administered with the greatest efficacy to young children subject to humours, or obstruction of the glands. DR. CAZENAVE, of St. Louis Hospital, Paris, recommends it particularly in cutaneous diseases, conjointly with the pills which bear his name.

No more Consumption.

Diseases of the Chest.—Syrup of Hypophosphite of Lime, manufactured by GRIMAULT & Co., Chemists of Rue de la Feuillade, Paris. This new medicine, which is delicious to the palate, is a sovereign remedy for coughs, colds, irritation of the lungs, and is also an excellent remedy in cases of consumption. Under its influence the cough abates, nocturnal perspirations cease, and the patient rapidly recovers health and flesh.

No more Indigestion or Dyspepsia.

Digestive Elixir of Pepsine, prepared by GRIMAULT & Co. Chemists, 7 Rue da la Feuillade, Paris. Pepsine is the gastric juice itself, or rather the active principle purified, which digests food in the stomach. When from various causes the supply of the digestive fluid is too small, the inevitable consequences are bad digestion, gastritis, gastralgia, inflammation of the mucous coats of the stomach and bowels, heartburn, anæmia, loss of strength, and in females general derangement. The *Elixir of Pepsine*, which is sanctioned by the approbation of the Paris Academy of Medicine, speedily cures all such diseases, and prevents vomiting during pregnancy

No more poverty of the Blood and Pale Complexion.

Dr. Lexa's Phosphate of Iron.—This new ferruginous medicine contains the elements of the blood and bones, and iron in a liquid state. From observations made in the Paris Hospital, and detailed in the Prospectus, it is superior to ferruginous pills, lactate of iron, iron reduced by hydrogen, pills and syrup of the Iodide of iron, and cures rapidly stomach complaints, painful digestion, poverty of blood, loss of strength and appetite, and the diseases incident to females. It is the best adjunct to cod liver oil, and the best preserver of health in tropical climates.

Internal or Local.

NEW CURATIVE AGENT.

MATICO.

GRIMAULT and Co.,—PARIS.

This new remedy is prepared from the leaves of a Peruvian pepper shrub called MATICO, and *cures promptly* and *infallibly*, without any fear of inflammatory results. The great majority of Physicians in Paris, Russia, Germany, and New York, now use no other remedy. Full directions accompany each bottle and Packet, or an explanatory Treatise will be sent post free for 9d.

General Depots:—
In Paris,—GRIMAULT & Co.
In Shanghai,—J. LLEWELLYN & Co.
In Hongkong,—J. J. DA SILVA E SOUZA.
In Singapore,—R. JAMIE.
And every good druggist.
644tf 30th September, 1865.

At the North-China Herald Office.

Bills of Lading per ship.
Charter Parties.
Powers of Attorney, and Wills.
Protests, English and American.
Comprador Check Books.
Shipping Orders, in Book.
Bills of Exchange, in Book.
Blank Forms of Custom-house Permits for Shipping and Lading Goods.
Shipping Article.
Bill of Sale.
Declaration of Ownership.
Ship's Wages List.

MISCELLANEOUS.

BENSON'S WATCHES,

CLOCKS, JEWELLERY, SILVER, AND ELECTRO PLATE.

J. W. BENSON, LUDGATE HILL, LONDON, E.C. (Established 1749), Watch and Clock Maker by Warrant of Appointment to H.R.H. the Prince of Wales, has fitted up extensive Workshops with steam machinery for the production of Clocks and Timepieces of every description.

WATCHES

adapted for every class, climate, and country. Wholesale and Retail. Chronometers, Duplex, Levers, Horizontal, Repeating, Centre Seconds, Keyless, and Chronographs, at £2 10s. to 200 Guineas.

CLOCKS;

Drawing, Dining, and Bedroom, Bracket, Carriage, Church, Turret, Stable or Office, at £1 1s. to 1,000 Guineas.

OPINIONS OF THE PRESS.

"The movements are of the finest quality which the art of horology is at present capable of producing."—*Illustrated London News*, November 8, 1862.

"Some fo them are of great beauty; and if the English watch-trade only follow up with the same spirit and success this first attempt to compete with foreigners in decorative watches, there seems to be no reason why we should not get the trade entirely into our own hands."—*Times*, June 23, 1862

Benson's 4-Guinea London-Made, Patent Lever Watch,

Capped and Jewelled, strong Silver Cases, made in four sizes, from 1¾ to 2 inches in diameter. This Watch is suitable for everybody, and is without doubt the best, cheapest, and most accurate Watch manufactured in this country.

Benson's £2 10s. Horizontal Watch,

Jewelled, &c., strong Silver Cases, 1¼ to 2 inches in diameter, a sound and useful Watch.

Benson's 5-Guinea Lady's Gold Watch,

Horizontal movement, Jewelled in four holes, and all the late improvements, combined with a rich artistically engraved case and dial, making it a model of elegance.

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Horizontal movement, Jewelled in four holes, and all the late improvements, with a pure white enamelled dial, and elegantly engraved or engine-turned case.

Benson's Indian Watch,

a London made, Patent detached Lever Watch, Jewelled in four holes, with compensating Balance, keeps accurate time in any climate. Price, in strong Silver Case, £11 11s. Gold Cases, £25.

Benson's Exact Watch,

Constructed expressly to resist the action of extremes of temperature, Silver Cases, £21 and £25; Gold Cases, £30 and £35.

A PROFUSELY ILLUSTRATED PAMPHLET

of Watches, Clocks, and Chains, descriptive of every construction of Watch made, with prices from which Wholesale and Retail buyers can select, post free for six Stamps. Also a catalogue of Silver and Electroplate, containing 300 Illustrations, post free for 12 Stamps. *Copies can be inspected at the Office of this paper.* All orders should be accompanied by a remittance.

J. W. BENSON, having made arrangements with numerous Manufacturers of every description of Goods, residing in England, France, Switzerland, and Germany, will undertake commissions to purchase and ship to all parts of the world their productions at the manufacturers' prices, charging the usual commission upon the amount of order.

J. W. BENSON, Maker of the Great Clock for the Exhibition, 1862, and of the Chronograph Dial, by which was timed "The Derby" of 1862, 1863, 1864 and 1865. Prize Medallist, Class 33, and Honourable Mention, Class 15.

LUDGATE HILL, LONDON.
24fe 1866 634 2nd September, 1865.

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J. GIBSON THOMSON & Co.
Agents for Reuter's Telegram Company, (Limited.)
Point de Galle, Ceylon, 21st Sept, 1865.
tf 650

MISCELLANEOUS.

Rue St. Martin 298 à Paris.

A LA CORBEILLE FLEURIE.

PINAUD'S EXTRA FINE PERFUMERY.

Perfumer to Her Majesty the Queen of England.

PRODUCTS SPECIALLY RECOMMENDED.

Violet Vinegar.—For the toilet, most exquisitely perfumed, gives new life to the epiderme, renders the skin soft and delicate; and removes effectually spots and pimples of every description.

Eau de Cologne.—Extra fine and extra strong, specially requisite in hot climates as necessary for the health, and for dissipating dangerous miasmas.

Lettuce Juice Soap.—Adopted by all the fashionable world for the brilliancy it imparts to the skin.

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Extra fine Wild Flower Pomade.—For preserving and regenerating the hair, which it renders silky and abundant.

Medulline Oil.—For beautifying the hair specially perfumed with *Violettes de Parme*, unequalled for softness and delicacy of perfume, and is adopted for this reason by all the elegants of the day. It is a most precious toilet article—no toilet table is complete without it.

Hygienic Elixirs and Powders.—For the teeth. These products render the teeth most brilliant, sweeten and perfume the breath, and give a healthy rose color to the gums.

Alpasine.—An emulsive cream, invented by Mr. Mignot, and for which Mr. Pinaud is the sole and general agent. It is a brilliant white, composed entirely of vegetable substances, may be used without any danger, and its use cannot be detected.

The above named preparations, and a host of others, have gained for PINAUD the splendid reputation his articles enjoy throughout the world, the best proof of which exists in the numerous rewards obtained in all the exhibitions.

Principal Wholesale Establishment, 298 Rue St. Martin. } Paris.
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J. LLEWELLYN & Co.
tf 645 30th September, 1865.

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WELLINGTON KNIFE POLISH, EMERY BLACK LEAD, &C.

JOHN OAKEY & SONS,
MANUFACTURERS OF
Emery, Black Lead, Glass and Emery Paper, and Glass Cloth.
INDIA-RUBBER KNIFE-BOARDS, &c.
WELLINGTON MILLS,
172, *Blackfriars Road, S., London.*
15ja-66 o-a-w 627 July 15th, 1865.

CHARLES F. MOORE,

GENERAL COMMISSION AGENT,
TIENTSIN.
9de 636 Sept. 1st, 1865.

HALL & HOLTZ,
SHIP CHANDLERS, STOREKEEPER AND BAKERS,
BREADE AND BISCUITS.
SHANGHAE.

WATSON, CLEAVE & Co.

Chemists & Druggists,
NANKIN ROAD, NEAR THE BUND,
SHANGHAI.
大 藥 房
tf 512 Shanghai, 1st October, 1864.

Wm. DATO and Co.,

GENERAL STORE-KEEPERS, WINE AND SPIRIT MERCHANTS,
SHANGHAI.
Yang-king-pang, Corner of Rue Montauban.
tf Shanghai, 4th April, 1862.

SHIPPING INTELLIGENCE.

ARRIVALS.

DATE	VESSELS.	FLAG & RIG	Tons	CAPTAIN.	FROM	Sailed	CARGO.	CONSIGNEES.
Nov 10	Grasmere	B. bark	463	Stockman	Sydney	Sept 25	Coals	Jardine, Matheson & Co
.. 11	Suwonada	A. str.	1802	Jayne	Hongkong	Nov 6	General	Augustine Heard and Co
.. 11	Express	B. str	290	Whitelow	Ningpo	.. 10	do	D. Sassoon, Sons and Co
.. 11	Huquong	A. str	1383	Simmons	Hankow	.. 8	do	Russell and Co
.. 11	Amazone	B. bg	215	Bellstedt	Fuchau	Oct 30	do	Clausen, Droege & Co
.. 12	Kiangse	A. str	547	Gray	Ningpo	Nov 11	do	Russell and Co.
.. 12	Omer & Julie	Fr bq	287	Fourour	Hakodadi	.. 1	do	Olyphant and Co
.. 12	Brema	Bre bq	450	Hauthaupt	Amoor River	Oct 26	Ballast	Bourjau, Hubener & Co
.. 12	Trebolgan	B. ship	1171	Lewis	Sydney	Sept 10	Coals	Byrne and Co
.. 12	Fusi-Yama	B. str.	1200	Hardie	Hankow			Dent and Co
.. 12	Dumbarton	B str	951	Shaw	Hongkong			Gibb, Livingston and Co
.. 13	Louisa Bragginton	B. bark	280	Turner	Yokohama	Nov 4	S'wood &c	Russell and Co
.. 13	Martaban	Pru bq			Fuchau	Oct 26	Poles	Wm. Pustau and Co
.. 13	Whampoa	B. str	115	Earle	Ningpo	Nov 12	General	David Sassoon Sons & Co
.. 14	Poyang	A str.	827	Blanchard	Hankow	.. 10	do	Olyphant and Co
.. 14	Express	B. str.	290	Whitelow	Ningpo	.. 13	do	David Sassoon Sons & Co
.. 14	Corea	B. str	648	Russell	Tientsin	.. 1	do	Jardine, Matheson & Co
.. 14	Ousuri	B bark	363	Paton	Hakodadi	Oct 29	do	John Thorne
.. 14	Shanghai	Spa bq	264	Aurtelreche	Manila	Nov 1	do	Master
.. 14	Alert	Rus bq	530	Humble	Amoor River	.. 1	Ballast	Captain
.. 15	Kiangse	A. str.	547	Gray	Ningpo	.. 14	General	Russell and Co
.. 15	Whampoa	B. str	115	Earle	Ningpo	.. 14	do	D. Sassoon, Sons and Co
.. 15	Kiang-loong	A. str	945	West	Hankow	.. 12	do	Augustine Heard and Co
.. 15	Lightfoot	B. bark	472	Risk	Nagasaki	.. 11	do	Master
.. 15	La Vierge	Fr. bk	300	Reymier	Put back		Ballast	Therie and Co
.. 15	Minerva	B bark	695	Fox	Fuchau			Smith, Kennedy and Co
.. 16	Sze-chuen	A. str.	553	Johnson	Hankow	Nov 12	General	Russell and Co

DEPARTURES.

FROM THE ANCHORAGE.

Date.	VESSELS.	FLAG & RIG	Tons	CAPTAIN.	DESTINATION.	CARGO.	DESPATCHED BY
Nov 11	Dora	B. ship	854	Carly	Fuchau	Re-expts.	Blain, Tate and Co
.. 11	Sarah & Maria	Ha. bq	400	Gode	Keelung	Opium	Bourjau, Hubener and Co
.. 11	Waalstroom	Du. bk	380	Groot	Amsterdam	Original	T. Kroes and Co
.. 11	Express	B. str.	290	Whitelow	Ningpo	Sun. etc	David Sassoon Sons & Co
.. 12	Kiukiang	A. str.	1026	Taylor	H'kow & Ports		Olyphant and Co
.. 12	Shanse	A. str	501	Perkins	H'kow & Ports		Russell and Co
.. 12	Fire Queen	A. str.	1123	Johnson	H'kow & Ports		Augustine Heard and Co
.. 12	Nanzing	B. str.	319	Tullock	Taku & T'tsin	Opl., etc	Trautmann and Co
.. 13	Sir Harry Parkes	B. str.	541	Cull	Nagasaki	Ballast	Shaw, Brothers and Co
.. 13	Whampoa	A. str.	115	Earle	Ningpo	Opium	David Sassoon, Sons and Co
.. 13	Kiangse	B. str	547	Gray	Ningpo	Opl., &c	Russell and Co
.. 14	Oriflamme	A. str	634	Lane	Hongkong	C'ton etc	Russell and Co
.. 14	Gerard	B. str.	410	Quirk	Tientsin		Smith, Kennedy and Co
.. 14	Coromandel	B. ship	733	Smith	Fuchau	Ballast	Captain Smith
.. 14	Sea Snake	B. bark	423	Popham	New York	Teas	Gibb, Livingston and Co
.. 14	Express	B str.	290	Whitelow	Ningpo		David Sassoon, Son and Co
.. 14	Powerful	Fr str	50	Krefting	Hongkong		Buissonnet and Co
.. 15	Glengyle	B. str	1265	Hooper	Hongkong	C'ton, etc	Jardine, Matheson and Co
.. 15	Glencoune	B. bark	471	Turnbull	Fuchau	Ballast	Jardine, Matheson and Co
.. 15	Oliver Cutts	B. bark	708	Rax	Fuchau	do	Augustine Heard and Co
.. 15	Calypso	A. bark	506	Ring	Fuchau	do	Augustine Heard and Co
.. 15	Chinaman	B. ship	667	Downie	Hongkong	do	Holliday, Wise and Co
.. 15	Whampoa	B. str	115	Earle	Ningpo	Opl., etc	Russell and Co
.. 15	Kiangse	A. str.	517	Gray	Ningpo	Opl., &c	David Sassoon, Sons and Co
.. 15	Pluto	RICHS		Parke	Nanking		
.. 16	Ganges	B. str.	742	Bernard	Hongkong	Tea, etc	Wm. Davison, for the Agent
.. 16	Fusi-Yama	B. str	1200	Hardie	H'kow & Ports		Dent and Co
.. 16	Huquong	A. str.	1383	Simmons	H'kow & Ports		Russell and Co
.. 17	Suwonada	A. str.	1802	Jayne	Hongkong	Opl., etc	Augustine Heard and Co

SHIPPING IN HARBOUR AND AT WOOSUNG, NOVEMBER 18, 1865.

MERCHANT STEAMERS.

Vessels.	Date of Arrival	Flag & Rig.	Tons	Captains.	Consignees.	Destination.	Remarks
Aden	Nov 6	B. str	507	Andrews	Wm. Davison, for the Agent..	Hongkong	25th inst
Anna	Ap 12	A. str	65		H. Fogg and Co............	*Laid up*	
China		B. str.	25	Schroon	Trautmann and Co	..	
Corea	Nov 14	B. str	648	Russell	Jardine, Matheson and Co....	T'tsin N'wang	To-day
Cricket	Oct 18	Chi. str	83	Lovell	Chinese Government		
Elgin	Nov 6	B. str.	391	Cooley	Glover and Co	Nagasaki	cld 17inst
Enterprise	Mar 22	A. str	107		H. Fogg and Co.............	*Laid up*	
Faust			30			*Laid up*	
Fei-ma	Oct 1	B. str.	121	Bird	Moses and Co	..	
Gazelle	July 6	B. str.	40		Wm. Pustau and Co	*Laid up*	
Glengyle	Nov 6	B. str	1265	Hooper	Jardine, Matheson and Co....	Hongkong	Imdt
Grete	Jan 13	Pru. str	30		Wm. Pustau and Co	*Laid up*	
Heachew		B. str	30	Comstock	Captain Patridge.............		
Island Queen	Jy 20	B. str.	129		F. R. Gamwell	..	
Kiang-loong	Nov 15	A. str.	945	West	Augustine Heard and Co	Hkow & Ports	19th inst
Lancefield	Mar 23	A. str	950		Russell and Co	Repairing	
Little Mary	Oct 22	B. str.	80	Simmons	T. S. Smith................		
Mercury	June 28	B. str.	135	Baynton	Reid and Co	*Laid up*	
Mona	Oct 22	B. str.	542	Bourn	Gibb, Livingston and Co......	Fuchau	cld 17inst
Poyang	Nov 14	A. str.	827	Blanchard	Olyphant and Co		
St. Juan		B. str.	30	Schroom	Trautmann and Co...........	*Laid up*	
Sze-chuen	Nov 16	A. str.	553	Johnson	Russell and Co	H'kow & Ports	19th inst
Tanqual		B. str.	20	Lynch		*Laid up*	
Taurus		B. str.	25	Smith		..	
Tsatlee	Feb 19	A. str.	60	Lowell	Russell and Co	*Laid up*	
Tun-sin	Sept 15	B. str	610	Bound	Geo. Barnet and Co		
Wan-Loong-Fei	Sept 10	B. str.	45		Geo. Barnet and Co	*Laid up*	

27 *Steamers.*]

MERCHANT VESSELS.

VESSELS.	Date of Arrival	FLAG RIG.	Tons	CAPTAIN.	CONSIGNEES.	DESTINATION	Remarks
Alert	Nov 14	Rus bk	530	Humble	Captain		
Amaranth	Oct 24	Ha. bk	435	Wuhramenne	Siemssen and Co..........		
Amazone	Nov 11	Bre bg	215	Bellstedt	Clausen, Droege and Co		Ft. or Ch
America	Oct 21	Bre. bk	444	Roper	Wm. Pustau and Co		Ft or Ch
Ann Sanderson	Oct 23	B. brig	252	Sanderson	Captain		..
Appelina	Ju 25	B. brig	350	Chambers	Reid and Co		..
Argonaut	Oct 8	Dut bk	357	Dreyer	T. Kroes and Co		..
Aurelia	Aug 21	A. bark	480	Howes	Augustine Heard and Co......		Ft. or Ch
Bankside	Jy 19	B. bark	498	Frail	Wm. Davison, for the Agent ..		..
Rollina	Aug 25	B. bark	435	Russell	Edward Schellhass and Co		
Bravo		Ha. bq	451	Ode	Siemssen and Co	Amoy	cld 16inst
Brema	Nov 12	Bre bq	450		Bourjau, Hubener and Co		Ft or Ch
Buena Vista	Oct 23	A. ship	547	Ayres	Augustine Heard and Co		Dischg
Cepiolani	Nov 2	B. bark	546	Reid	Gibb, Livingston and Co	New York	Imdt
Catalpa	Aug 18	A. bark	213	Stevens	Frazar and Co.............		Laid up
Chase	Oct 22	B. ship	284	Hamilton	Russell and Co	Fuchau	cld 16 inst
City of Quebec	Ju 22	B. ship	663	Downie	Jardine, Matheson and Co	London	Early
Cohong	Ju 28	B. bark	327	Fullerton	A. R. Tilby and Co..........		S Ft or Ch
Confucius	Oct 25	Bre bq	362	Rashen	Siemssen and Co............		..
Congo	Oct 21	Ha. bk	232	Grinse	Wm. Pustau and Co		Ft or Ch
Coulnakyle	Aug 29	B. ship	579	Morison	Gibb, Livingston and Co......	Swatow	Early
Duck	Jy 21	B. chr	145		P. F. Cama and Co		Laid up
Earl Dalhousie	Oct 15	B. ship	1047	Campbell	Gilman and Co	London	Early
Eidsvold	Aug 7	Nor bq	264	Paulsen	Siemssen and Co		Ft or Ch
Elizabeth	Aug 10	B. bark	442	Foran	A. R. Tilby and Co..........		..
Ellida	Oct 16	Swd bk	236	Roudburg	Eduard Schellhass and Co ...		..
Emperor	Nov 2	B. bark	370	Smith	Jarvie, Thorburn and Co	London	cld 7 inst
Fred. Warren	Nov 9	B. ship	1200	Phinney	Frazar and Co..............		Dischg
Eshun	Aug 3	B. bark	280	Lowe	Jarvie, Thorburn and Co		Ft or Ch
Esmok	Aug 28	B. ship	854	Montgomery	Frazar and Co.............	Fuchau	20th inst
Exonian	Oct 23	B. bark	471	Mann	Preston, Breuell and Co		Ft or Ch
Fanny	Jy 5	B. bark	167	Waters	A. R. Tilby and Co..........	Keelung	Early
Finzel	Jy 19	B. bark	487	Hicks	J. H. Wignall and Co........	Fuchau	Imdt
Garell	Sept 7	B. bark	242	Legrow	Wm. Pustau and Co		Ft or Ch
George Becker	Jy 20	Mec bk	300	Behnke	Augustine Heard and Co	New York	cld 16 inst
Glencoe	Ju 22	B. ship	749	Sands	Dent and Co	London	Early
Golden Fleece	Sep 26	B. brig	856	Simpson	Smith, Kennedy and Co		Fr or Ch
Grasmere	Nov 10	B. bark	463	Stockman	Jardine Matheson and Co....		Disch'g
Henry Finlayson	Nov 2	B. bark	415	Smith	The Borneo Co. Limited		..
Horsa	Jy 20	B. ship	1093	Smerdon	Birley, Worthington and Co ..	London	21st inst
Indus	Aug 17	B. ship	617	Allsop	Hogg Brothers...............		Ft or Ch
Invincible	June 5	B. ship	657	Beeching	Smith, Kennedy and Co......	London	Early
Jacobus Martinus	Nov 2	Du. bk	331	Meppelder	T. Kroes and Co...........		Ft or Ch
James Miller	Oct 23	A. schr	470	Carbonell	Captain		Ft. or Ch
J. W. Munro	Jy 30	B. ship	612	Wood	Drucker and Co	Swatow	cld 16 inst
J. N. Cushing	Jy 30	A. ship	631	Swap	Olyphant and Co............	New York	Imdt
Jeanie	Nov 4	Br bg	300	Morehouse	Russell and Co	Yokohama	cld 17 inst
John Brightman	Nov 5	B. ship	377	Mayes	Chinese		Dis'ing
John Staunton Jr	Oct 24	B. ship	724	White	Smith, Kennedy and Co		Ft or Ch
Juanpore	Oct 19	B. ship	435	Wilson	Dent and Co	Fuchau	Imdt
Jura	Jy 24	Fr bk	450	Meyer	Vaucher Frères		S. Ft or Ch
Kaffir Chief	Oct 18	B. schr	186	Hoole	Glover and Co		Ft or Ch
Keen-ta	Feb 1	B. bark	250	Gall	Capt. Patridge		
La Vierge	Nov 15	Fr. bq	300	Reymier	Thérie & Co...............		
Lightfoot	Nov 15	B. bark	472	Risk	Wheelock Brothers..........		Dischg
Lizzie	Nov 4	Bre bq	341	Reimer	Oxford and Co	Keelung	Imdt
Louisa Bragginton	Nov 13	Br bk	280	Turner	Russell and Co		
Lucy E. Ashby	Aug 9	A bark	315	Ashby	Dent and Co		Ft. or Ch
Magnolia	Nov 9	B. bark	391	Henry	Jardine, Matheson and Co....		Dis'ing
Marion	Ju 14	B. bark	466	Laughton	Dow and Co	Fuchau	Early
Martaban	Nov 13	Pru bq			Wm. Pustau and Co		Dis'ing
Matilda	Oct 23	B. brig	250	Nunn	A. R. Tilby and Co...........	Keelung	cld 15inst
Memento	Oct 30	B. bark	464	Lyall	Smith, Kennedy and Co......	New York	Early
Minerva	Nov 15	B. bark	695	Fox	Smith, Kennedy and Co		Dischg
Napoleon III.	Aug 21	B. ship	705	Mouat	J. H. Wignall and Co........	Fuchau	cld 17inst
Nimroud	Jy 6	B. ship	1022	Oughton	J. H. Wignall and Co........		Ft or Ch
Osnita	Nov 5	B ship	1165	White	Jardine, Matheson and Co	Fuchau	Early
Omer & Julie	Nov 12	Fr bk	287	Fourour	Olyphant and Co		Dis'ing
Oscar	Sept 17	Dan bk	300	Thonsen	Bourjau, Hübener and Co	New York	Early
Ousuri	Nov 11	B. bark	363	Paton	John Thorne		Dis'ing
Overunner	Jy 29	Ha. bq	290	Gottsche	Siemssen and Co............		Ft or Ch
Paragon	Aug 16	Sia sh	734	Holmquist	A. R. Tilby and Co..........		
Patrician	Sept 25	B. ship	1140	Pain	Jardine, Matheson and Co	London	Early
Peterborough	July 16	B. bark	560	Orchard	Jardine, Matheson and Co....	Fuchau	
Petrel	May 31	B. schr	267	Lewis	Dent and Co		Laid up
Queen of the Forth	Aug 23	B. ship	678	Crombie	Smith, Kennedy and Co......	New York	Early
Rajah of Cochin	Oct 17	B. ship	1008	Birkett	Smith, Kennedy and Co......	London	Early
Robin Hood	Sept 15	B. ship	943	Morgan	Gibb, Livingston and Co	London	cld 16inst
Roderick Dhu	Oct 31	B. bark	370	Macpherson	Jardine, Matheson & Co......	New York	Imdt
Rover	Sept 5	A. bark	358	Hunt	Frazar and Co	S. F'co v Kw'a	Early
Sarah Scott	Jy 19	B. bark	563	Richards	Reid and Co	New York	Early
Seaton	Jy 8	B. bark	401	Hanlon	A. R. Tilby and Co..........		Ft. or Ch
Shanghai	Nov 14	Sp bk	264	Aurtelreche	Master		Dischg
Siam	Nov 5	Ha. sch	333	Fisher	Oxford and Co		Dischg
Simoda	Ju 21	B. ship	646	Drysdale	Dow and Co	Fuchau	Early
Tse-chang	Nov 9	Fr sch		Fribarren	Buissonnet and Co..........	Tientsin	Imdt
Thetis	Nov 2	Swd bq	276	Keppelder	Wm. Pustau and Co		Ft or Ch
Trebolgan	Nov 12	B ship	1171	Lewis	Byrne and Co		Dis'ing
Valetta	Ju 26	B. bark	880	Dawes	G. Gunther	S. F'co v K'wa	Dec
Whitehall	Ju 10	B. ship	936	Chapman	Borneo Company Limited	London	To-day
Wm. Cundall	Nov 9	B. bg	267	Simple	Siemssen and Co............		Ft or Ch

91 *Vessels.*]